AGREEMENT FOR A STUDENT EXCHANGE PROGRAM
BY AND BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND
Mission Interuniversitaire de Coordination Echanges Franco-Américains

This Agreement for a Student Exchange Program is made and entered into on 6th day of February, 2015 by and between THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida ("USF"), and Mission Interuniversitaire de Coordination Echanges Franco-Américains ("MICEFA"), an institution for higher education, located in Paris, France.

WHEREAS, the purpose of the Exchange Program is to promote international friendship and world peace by stimulating and supporting intercultural activities and projects between undergraduate students from the United States and France.

NOW, THEREFORE, the parties hereby agree to the terms and conditions set forth below:

I. MUTUAL PROVISIONS

1. Each institution, conforming to the admission requirements of the host institution, shall assume full responsibility in the assessment and selection of qualified candidates. The host institution shall then respect the selection so made. The selection process shall consist of stringent evaluation of the student's previous academic record, drive, motivation, and overall potential to succeed in an international academic environment. The foregoing notwithstanding, the host institution in its sole discretion reserves the right to determine a student’s eligibility for placement in classes with prerequisites.

2. Each institution shall accept one (1) or two (2) students from the other party on the basis of the home institution's recommendation and according to the following guidelines:
   a. USF shall accept full-time students in its undergraduate program for one (1) full academic year.
   b. MICEFA shall accept full-time students in its undergraduate program for one (1) full academic year.
   c. Either institution may send students for one (1) semester rather than one (1) full academic year. In this case, two students for one (1) semester shall be equivalent to one (1) student for one (1) full academic year.
   d. When the institution would like to send more than two (2) students for a given year, it is necessary to get an agreement from the host institution.

3. While each institution shall try to exchange the same number of students in a given year, neither party is required to do so.
   a. If/when either party is not able to designate any qualified students; it will not necessarily preclude the other party’s sending their exchange students, since both institutions agree to the operation of a credit system.
   b. Under the credit system, every effort will be made to correct any imbalance through accepting additional students or restricting numbers of students accepted within three (3) years of the creating of that imbalance.
c. Any attempts to redress imbalances through modifications of agreed upon numbers of participants must be negotiated in advance and in writing by the responsible parties at both institutions.

d. In the event this Agreement is terminated as provided for herein, the institution having hosted the larger number of student-semesters to that point shall be entitled to rectify any imbalance by sending additional students to the other institution under the terms of this Agreement until the imbalance is rectified. This rectification should be accomplished within two (2) years of the date this Agreement is officially terminated.

4. All exchange students shall be subject to the same academic Regulations regarding class performance as pertaining to regularly enrolled students at the host institution. Host and Home institutions shall inform all exchange students that they, within reasonable limits, shall attempt to represent their home institution and country to the best of their ability (i.e. speaking to clubs, church groups, etc.).

5. Students who are accepted for a full academic year must be in good standing (2.0 GPA with no Fs) upon the completion of their first semester at the host institution, in accordance with the host institution's academic requirements for its regularly enrolled students, including (TOEFL). If such has not been achieved, the host institution may ask said student to return to his/her home institution.

6. Each university will strive to accommodate incoming exchange students in one of the host university's halls of residence. To be eligible for on-campus housing at USF, students must have all paperwork to the USF Exchange Program Office by the announced deadlines.

II. GENERAL PROVISIONS

1. Terms of Agreement

a. Tuition and other fees shall be arranged as follows:

i. Each student shall pay tuition and other required fees to his/her home institution and will be exempted from payment of tuition and other required fees at the host institution.

ii. Each student shall be responsible for his/her own room and board fees at the host institution.

2. Each exchange student must provide his/her own transportation to/from the port-of-entry of the host country as well as the domestic transportation from/to the port-of entry to/from the depot nearest to the receiving institution. The following expenses shall also be borne by each student: living expenses during extended academic recess (i.e. holidays, winter and spring break periods, etc.), passport expenses, excess baggage shipment and storage, independent travel and such personal expenses as telephone charges, books, etc.

3. Issuance of any required immigration documents for students to legally study in the host country will be handled by each host institution. Students coming to USF will be required to obtain a J-1 student visa at the nearest US Embassy or Consulate. Upon receipt of financial documents showing ability to cover all living expenses during the exchange period, International Services will issue the student a DS-2019. The student is responsible for paying any visa issuance fees.
4. Each student must demonstrate proof of insurance to cover medical contingencies while in the host country. Students coming on exchange to USF are mandated to maintain health insurance and submit the necessary Insurance Agreement forms in order to meet this requirement during their application process to USF. Students are also required to attend Orientation and to check in at International Services (IS) upon arrival at USF.

5. Violation of local laws committed in the host country shall subject the exchange student to immediate withdrawal of his/her academic sponsorship and to immediate termination of the exchange program. Such termination may also negatively affect the student’s immigration status.

6. The academic record of each student’s academic performance shall be sent directly to his/her home institution at the conclusion of each semester. However, it shall be the sole responsibility of the home institution to decide how many credit units said student might actually receive on courses taken at the host institution.

7. This Agreement shall remain in force for five (5) years from the Effective Date, but may be terminated by either USF or MICEFA by official, written notification duly signed by the presiding officer of the notifying party. This notice of termination must be received by the other party no later than January 31st of the year in which the termination is to become effective.

8. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.

9. USF shall not use MICEFA trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed MICEFA mark or intellectual property in any manner without the prior written consent from MICEFA of such use. MICEFA shall not use USF trademarks, trade names, service marks, brand names, domain names, URL’s or Logo’s or any other licensed USF mark or intellectual property in any manner without the prior written consent of USF of such use.

10. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties’ obligations under those laws and regulations.

12. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).
The University of South Florida:

Dr. Ralph C. Wilcox
Provost and Executive Vice President
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620
813-974-8347
rcwilcox@usf.edu

With Copy to:

Office of the General Counsel
Hilary Black
Associate General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620
813-974-0749
813-974-5236 (facsimile)
hblack@usf.edu

Mission Internationale de Coordination Échanges Franco-Américains:
MICEFA
Jacques Pothier, President
26 rue du Faubourg Saint Jacques
75014 Paris, FRANCE

13. Application of Florida Law: This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough, County, Florida for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.
14. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

15. Successors and Assigns: Each and all of the covenants, terms, provisions, and Agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

16. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

17. Entire Agreement: This Agreement represents the entire understanding of the parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications and prior Agreements among the parties relating to the subject matter herein.

18. Amendment of Agreement: The Agreement constitutes the entire understanding between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior understandings and Agreements, oral or written, relating hereto. Any amendment of this Agreement must be in writing and agreed to by all parties.
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate

In witness of the terms of this agreement, our signatures are affixed:

UNIVERSITY OF SOUTH FLORIDA

Final approval for the University of South Florida
Board of Trustees, a public body corporate, by:

Jacques Pothier
President
MICEFA
Date: ________________________

Ralph Wilcox
Provost
USF
Date: 5/9/15

Roger Brindley
Vice Provost and USF System Associate Vice President
USF
Date: 4/23/15

Marcia Taylor
Director, International Services
USF
Date: 4/16/2015

Amanda Maurer
Director, Education Abroad
USF
Date: 4/16/2015

Approved as to Form and Legal Sufficiency

[Signature]

Attorney, USF