



STUDENT EXCHANGE AGREEMENT

BETWEEN

ARKANSAS STATE UNIVERSITY – JONESBORO, USA

AND

KRISTIANSTAD UNIVERSITY, SWEDEN

This Agreement applies to an exchange of students between Arkansas State University – Jonesboro (“ASUJ”) and Kristianstad University. Both institutions shall, on the basis of reciprocity, support and promote the spirit of this Agreement to encourage academic collaboration and to facilitate as much as possible the academic progress, physical relocation and cultural orientation of all exchange students.

I. Principles

1. During each academic year, up to two (2) undergraduate students enrolled at ASUJ may, through this Agreement, be enrolled at Kristianstad University and up to two (2) undergraduate students enrolled at Kristianstad University may similarly be enrolled at ASUJ, with the actual number of students accepted to be decided by the host institution.
2. The absence of exchange during any one academic year is possible and does not nullify the Agreement, provided a balance of exchanges is reached over a two (2) year period.
3. Participating students will continue as candidates for degrees at their home institution and will enroll as "non-degree" students at the host institution and are exempt from application and tuition fees.
4. If there are more students interested in participating in the exchange programme than the places available in any year, these students may apply to be enrolled as "not-for-degree" visiting student and pay the standard fee set for all visiting students.

II. Selection

1. The exchange programme shall be open to undergraduate students who have completed at least two years of undergraduate study at their home institution.
2. Participating students shall be selected by the home institution, usually on the basis of academic merit and suitability, to undertake a period of study abroad and subject to acceptance by the host institution at the sole discretion of the host institution undertaking the host institution's normal admission procedures and requirements for international students. Their nominations to the host institution will be accompanied by an official academic record.
3. If the host institution rejects any proposed candidates, the home institution may nominate alternative candidates for consideration.
4. ASUJ and Kristianstad University respectively reserve the right to determine the dates by which exchange student candidates must be selected in order to guarantee efficient and timely processing of their materials.

III. Students' Obligations

1. Students participating in the exchange programme shall pursue courses which are selected in consultation with their home institution which are not in conflict with the regulations of the host institution. Each student will take courses regularly offered at the host institution subject to usual host institution regulations and policies.
2. Participating students shall pay tuition and mandatory fees to their home institution.
3. Participating students shall be responsible for their own financial support including international transportation, passports, visas, personal expenses, accommodation and living expenses. Health insurance, medical care, books, related instructional materials will also be the responsibility of the students.
4. Students selected shall satisfy the home institution that they have adequate funds during the period of enrolment at the host institution under the terms of this Agreement. The host institution shall bear no responsibility for providing funds to any participating student for any purpose.
5. While students participating in the exchange programme shall be responsible for securing their own accommodation, assistance will be provided by the host institution in locating appropriate accommodation for exchange students. Students will pay for their accommodation.
6. Participating students shall abide by the laws of the host country and the rules and regulations of the host institution.

IV. Host Institution's Obligation

1. The host institution shall designate a member of its staff to serve as its representative in its contact with the home institution, to act as first person contact for the home institution in any emergency, matters relating to student discipline or welfare issues and to provide appropriate advisory and other academic services to the exchange students at the host institution.
2. ASUJ and Kristianstad University agree to assist the integration of exchange students into student life. An on-site orientation of the students to the city and institution will be conducted by the host institution.
3. Any academic credit that the participating student receives from the host institution will be transferred to the home institution provided that the host institution's program of study has received prior approval by the appropriate authorities at the home institution. The host institution shall establish records of exchange students as if they were regularly enrolled students. At the completion of the exchange, the host institution shall provide an official transcript to the responsible officer of the home institution.
4. Each institution shall assist its participants in obtaining the appropriate visa in accordance with current immigration laws for the period of the exchange. Notwithstanding this, each participant shall be responsible for obtaining his/her visa, passport or other necessary documents and paying for the same. The institutions shall not be liable to each other or to any participant for the failure of the participant in obtaining the necessary documents.
5. Participating students will not be responsible for the charges related to the shipping of their acceptance letters or DS-2019 forms. ASUJ shall bear the costs of shipping those documents.

V. Additional Requirements

1. **FERPA Compliance and Personal Data Protection:** Kristianstad University is a designated school with a legitimate educational interest in storing, accessing, transmitting to, and receiving from ASUJ only the educational records of those participating student applicants under this Agreement.

In accordance with the laws of each country on protection of personal data, the Parties agree that the personal data provided by the Parties, for cases in which the personal data is regarding a natural person or representatives of a legal entity, will be incorporated into a file and/or database which shall be owned by each of the Parties. The purpose of providing the data is for the activities of the present Agreement, as well as the maintenance of contact on both sides.

In compliance with current regulations, the Parties guarantee that they have adopted the technical and organizational measures necessary to protect the data under the same standards which are used to protect said Party's own data, provided that in no case shall that be less than a reasonable standard of protection. In addition, the Parties shall not assign or communicate the personal data stored in their files and/or databases to third parties, except when necessary

for the performance as outlined under this Agreement, when required by law or the order of a court of competent jurisdiction, or upon the written consent of the other Party.

2. **Compliance with Anti-Kickback Legislation:** Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) - By agreeing to this Agreement, the Parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASUJ or Kristianstad University for the purpose of obtaining this or any other agreement, purchase order, or contract from ASUJ and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both Parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
3. **Compliance with Export Control Laws:** Each party shall be responsible for adhering to all applicable international and domestic import/export control laws.

VI. Duration of Agreement

1. This Agreement shall remain in force for five years from the date of signing and be subject to revision or modification by mutual written consent.
2. This Agreement is subject to renewable on the same terms and conditions upon the mutual written agreement of the Parties.
3. Either institution reserves the right to terminate this Agreement by giving written notice of no less than six months. The termination of the Agreement shall allow for any participating students who have commenced at either institution at the date of the termination to complete his/her approved courses of study.

VII. Miscellaneous Terms

1. **Sovereign Immunity:** All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and that as such, has sovereign immunity. Nothing in this Agreement is intended to or should be construed as waiving that sovereign immunity.
2. **Revision:** The clauses of this Agreement may be revised or changed only upon the mutual written consent of the Parties.
3. **Force Majeure:** Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, or flood or because of any law, order, proclamation, ruling, regulation, or ordinance of any government or subdivision of government or because of any act of God.

- i. In the event that either party is prevented or delayed by Force Majeure from performing its obligations, that party shall notify the other party of the Force Majeure occurrence as soon as possible, but no later than fourteen (14) days following the occurrence of the Force Majeure event.
4. **Relationship:** The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between Kristianstad University and ASUJ. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.
5. **Waiver:** A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.
6. **Notice:** Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University – Jonesboro:

Lynita Cooksey, Ph.D.
Vice Chancellor and Provost
P.O. Box 179
State University, Arkansas 72467
U.S.A.

To Kristianstad University:

Håkan Pihl
Vice-Chancellor
Kristianstad University
291 88 Kristianstad
Sweden

7. **Successors:** The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.
8. **Additional Documents and Terms:** The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement. Detailed procedures for implementing the exchange programs which are not prescribed in this Agreement will be discussed and decided upon by both institutions at the appropriate time and documented in a written agreement to be signed by representatives from both Parties. Any disagreements will be discussed and settled by representatives from both institutions.

9. **Counterparts:** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

10. **Severability:** Any provisions herein declared invalid under any law shall not invalidate any other provisions of this Agreement. If one or more conditions, requirements or provisions contained in this Agreement cannot be carried out, is declared invalid, is found to violate applicable law, or is unenforceable due to the presence of an order of a court of competent jurisdiction that bans its enforcement, then the remaining requirements, regulations, or other provisions remain valid and binding on the parties.

11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement. This Agreement may be translated into a language other than English; however, for the purpose of clarity and mutual understanding, the Parties do hereby agree that this English language version of the Agreement shall control in the event of any conflict. No supplement, modification, or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties. No party may assign any of its rights or delegate any of its duties under this Agreement without first obtaining the written consent of the other party.

This Agreement shall take effect when signed by each institution:

Executed for
Arkansas State University
Jonesboro, USA

Executed for
Kristianstad University
Sweden



Dr. Kelly Damphousse
Chancellor
Arkansas State University – Jonesboro



Håkan Pihl
Vice-Chancellor
Kristianstad University

9/12/18

Date

2018-10-12

Date