

Bilateral Student Exchange Agreement
between the Board of Trustees of the University of Arkansas,
acting for and on behalf of the University of Arkansas, Fayetteville,
and XXXXXXXXXXXXXXXXXXXXXXXXXX

To promote a deeper understanding of higher education as well as to enhance the quality of educational process at their respective institutions, NAME,ADDRESS (hereinafter referred to as XXX) and University of Arkansas, Fayetteville, AR, 72701, U.S.A. (hereinafter referred to as "UAF") hereby agree to establish a reciprocal exchange of students. The two institutions agree to the following terms:

1. Definitions:

In this agreement, unless the context otherwise implies, HOME institution shall mean the institution from which the student intends to graduate; HOST institution shall mean the institution which has agreed to receive the student from the HOME institution.

2. Period of Exchange:

Beginning with the 2005 Fall Session, each institution will exchange students, balancing the number of students over a period of five years. The provisions are for non-degree academic study and/or research. The normal exchange period shall be one semester or one year.

3. Exchange Student Numbers:

XXX and UAF agree to exchange students on a one or two (one full-year XXX student or two one-semester XXX students) for two (two one-semester UAF students) basis.

4. Selection of Students:

The HOME institution will take all reasonable care to ensure the students are in good health and of good character. The students selected for this exchange program must have completed at least two semesters of university study before beginning their studies at the HOST institution. The detailed rules for selecting students are left to HOME institution; however, the general rules are applied as follows: The KGU students must have at least a minimum GPA 3.0 on a 5.0 scale and a TOEFL score of at least 500 on the paper-based test (including TOEFL-ITP) or 173 on the computer-based test for undergraduate admissions. The UAF students must have the equivalent of at least four semesters of Japanese language with a B average and a minimum GPA 2.8 on a 4.0 scale.

5. Student Status:

The students will be registered as full-time "non-degree" students and will enjoy the same privileges and medical, sports, and other amenities as other enrolled students. They will be subject to the statutes, ordinances, and regulations of the HOST institution. Participating students are subject to the same policies and conduct codes pertaining to their continuing enrollment at their HOME institution. If a student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the program, he or she will receive no credits or refunds, and may be subject to discipline upon return to the HOME institution. In addition, the HOST institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The parties agree that there will be no replacement for students who do not complete the program.

6. General:

The obligation of the parties under this agreement are only for the participants and do not include spouses or dependents. Both institutions shall exchange regularly their university bulletins and other information relevant to courses and registration.

Exchange personnel must abide by the laws of the host country and the rules and regulations of the host university. Both institutions subscribe to a policy of equal opportunity and non-discrimination on the basis of race, gender, age, marital status, ethnicity, religion, national origin, or handicap.

7. Health Insurance:

Exchange students will be required to purchase health insurance especially designed for foreign students at the HOST institution or bring proof of adequate insurance.

8. Housing:

Each university shall make every reasonable effort to assist participating students in finding suitable housing. Exchange students will be responsible for the cost of their housing.

9. Services:

Each institution will arrange to expedite application procedures and send necessary documents for the acquisition of student visas for their students in a timely manner. Counseling and assistance on academic and social life will be given to the students. Language placement will be given to UAF and KGU students.

10. Enrollment Credits:

Due to the nature of the education system at UAF, a KGU student on a full academic year exchange will be limited to a maximum of 30 credit hours. KGU undergraduate students will enroll for a minimum of 12 credits for Fall and Spring semester as required by immigration regulations. KGU post-baccalaureate students may arrange to audit courses and conduct research, as permitted under immigration regulations for short term scholars. UAF students will enroll for a full course of study at KGU.

Each institution will send a certified transcript of the student's academic achievement at the end of the student's program at the HOST institution.

11. Financing:

Exchange students will pay basic tuition and mandatory fees to their HOME institution and will study at the HOST institution without further charges(except where courses or activities with special fees are selected). Airfare, accommodation, passport and visa, books and supplies, and all other personal expenses are the responsibility of individual students.

12. Liaison Officer:

Each institution will designate one or two individuals to serve as the liaison officer(s) to facilitate the terms of this agreement. UAF designates the Director of Study Abroad and International Exchange in the Fulbright Institute of International Relations. KGU designates the Director of the International Center.

13. Amendment:

Both institutions may at any time review this agreement and the actions taken under it and, by mutual agreement, make any necessary modification to it.

14. Disputes:

XXX and UAF agree that they will attempt to resolve any disputes in good faith. Subject to the provisions on sovereign immunity herein, XXXX and UAF agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract.

15. Sovereign Immunity:

Nothing in the Agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Arkansas – Fayetteville.

16. Indemnification:

XXXXXX hereby covenants and agrees to indemnify, defend and hold harmless the University, its officers, agents, and employees from and against any and all claims or demands of any nature by or on behalf of any person or entity arising out of or in connection with this agreement, except to the extent such claims arise out of the negligence of UAF. The obligations of this Article shall survive the expiration or termination of this Agreement.

17. Terms of Agreement

This agreement shall be effective as of March 1, 2005, and shall run for a term of five (5) years, through March 1, 2009. This agreement may be extended for one or more five (5) year terms by written agreement signed by authorized representatives of the parties. Either party may terminate this agreement by giving at least a six month prior notice in writing.

18. Signatures:

The undersigned agree to this Agreement on behalf of their respective institutions:

Board of Trustees of the University of
Arkansas, acting for and on behalf of
the University of Arkansas, Fayetteville:

XXXXXXXXXXXXXXXXXX

Signature

Signature

John A. White
Chancellor

XXXXXXXXXXXXXXXXXX
President

Date: _____

Date: _____