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**Memorandum of Agreement**

**For the Exchange of Students**

**Between:-**

**UNIVERSITY OF BATH**, of Claverton Down, Bath, BA2 7AY, United Kingdom

**and**

**[Insert name of partner]**, whose principal address is at **[insert address]**

Hereinafter referred to as the Institutions.

**Preamble:-**

The purpose of this agreement is to establish a student exchange programme between the Institutions in the subject area of **[insert details].**

Both Institutions agree that a period of study abroad can be of great academic and personal value to students. The basic principle of the exchange agreement is to give an equal number of students from each Institution the opportunity to undertake such a study period at the other over the duration of the student exchange programme. Each Institution agrees, in accordance with the conditions listed below, to accept nominated exchange students, register them as full-time non-degree students and provide them with tuition fee waivers.

**1. Definitions**

In this Agreement the following terms and expressions will have the following meaning:

“Agreement” means this Memorandum of Agreement for the Exchange of Students and additional documents incorporated by reference;

“Exchange Programme” means the student exchange programme between the University of Bath and [**insert name of partner**];

“Exchange Student” means a student enrolled in the Exchange Programme;

“Home Institution” means the Institution at which the Exchange Student is registered as a full-time student and who sends the student to the Host Institution;

“Host Institution” means the Institution that receives the Exchange Student on exchange during the Exchange Period;

“Exchange Period” means the period of time which the Exchange Student spends at the Host Institution;

“Student Learning Agreement” means the agreed programme of study that the Exchange Student will undertake during the Exchange Period.

**2. Term of agreement (duration)**

2.1 This Agreement will become effective upon **[insert date]** and shall be effective for a period of five years thereafter until earlier termination by either party in keeping with the terms of this Agreement.

**3. Termination of the agreement**

3.1 Subject to paragraphs 3.3 and 3.4 below, either the Host or Home Institution may terminate this Agreement at any time for any reason by providing 6 months prior notice of its intention to do so to the other Institution. In the event that notice of termination is given, account will be taken of where both Institutions stand in the annual exchange selection process, so that students who have already been selected and accepted for the Exchange Programme may still participate.

3.2 If an imbalance of exchange places exists at the time of termination of this Agreement, the Institution which has hosted the larger number of Exchange Students shall be entitled to rectify the imbalance by continuing to send students to the other Institution under the terms of this agreement within two years of the date of the official termination of the Agreement.

3.3 The Host and Home Institutions agree that notice of the termination of this Agreement will be provided in writing. Where such correspondence is provided by fax, the Institution being advised of the termination of the agreement is to be provided with originals of the correspondence within ten working days of receipt of the fax.

3.4 Notwithstanding the termination of this Agreement for any reason, each Institution agrees that it will continue to fulfil its responsibilities to Exchange Students already registered at their Institution until the completion of their particular exchange period.

**4. Start date of the exchange programme**

4.1 The earliest date for the Exchange Programme to begin under this Agreement is XXXXXXXXX 20XX.

4.2 At the University of Bath, this is the beginning of the 20YY/YY academic year.

4.3 At **[insert name of partner]**, this is [**insert** **corresponding partner information**]

**5. Length of student exchange periods**

5.1 The minimum length of the academic exchange period is one semester and the maximum length of academic exchange period is two semesters.

5.2 Exchange Students from **[insert name of partner]**, may join the University of Bath for Semester 1, Semester 2or the full academic year (both semesters). Exchange students from partner Institutions in the southern hemisphere where the academic year follows the calendar year may also join the University of Bath for two semesters starting with Semester 2 and followed by Semester 1 **[amend as appropriate and indicate preferred semester if applicable]**

5.3 Exchange Students from the University of Bath may join **[insert name of partner]**, for **[insert** **corresponding partner information].**

5.4 An Exchange student who has been accepted for an academic exchange period of one semester will require the formal permission of both Institutions before he/she may be permitted to extend their academic exchange period for a second semester.

**6. Nominated students, subject/s and level**

6.1. The University of Bath will nominate undergraduate students from degree programmes taught by the Department of **[insert name of department**]. They will be in their **[insert details, e.g. 2nd/3rd/4th]** year at the time of nomination and in their **[insert details, e.g. 2nd/3rd/4th]** year at the time of participation.

6.2. The **[insert Name of partner]**, will nominate undergraduate students from degree programmes **[insert** **details of department or subject area].** They will be in their **[insert details, e.g. 2nd/3rd/4th]** year at the time of nomination and in their **[insert details, e.g. 2nd/3rd/4th]** year at the time of participation.

**7 Incoming students, courses and level**

7.1 The University of Bath will accept incoming Exchange Students to study units (courses) from undergraduate degree programmes taught by the Department of **[insert name of department]**. Exchange Students may also take up to two units per semester from undergraduate degree programmes taught by other departments, including English Language units. Access to specific units is subject to availability and cannot be guaranteed.

7.2 Other disciplines and postgraduate degree programmes will not form part of the Exchange Programme or form part of any Student Learning Agreement.

7.3 The **[insert name of partner]**, will accept incoming Exchange Students to study **[insert corresponding partner information]**

**8. Access to language courses: only for partner Institutions which do not teach in English**

8.1 Exchange Students will have access to in-sessional English Language units provided by the Academic Skills Centre as part of their Student Learning Agreement at the University of Bath.

8.2 [**Insert** **corresponding partner info**]

**9. Student numbers**

9.1 The Exchange Programme will normally cover [**insert number**] student-semesters per academic year at each Institution (where 1 student-semester is 1 student studying for one semester).

9.2 Institutions will keep numbers of Exchange Students under annual review and will adjust the number of nominees as necessary in order to maintain a reasonable balance in the exchange over the duration of the agreement.

**10. Selection of exchange students**

10.1 Each Institution will inform the other of its exchange application procedures and deadlines in good time each year. Each Institution agrees to abide by the other’s procedures and deadlines.

10.2 The Home Institution will be responsible for selecting Exchange Students for nomination to participate in the Exchange Programme. The Home Institution will recommend one Exchange Student for each exchange place available to the Host Institution. These nominees will then complete and submit the Host Institution’s exchange application form and any supporting documents as required by that form prior to the Host Institution’s published application deadline date.

10.3 The final decision on the acceptance of nominated Exchange Students will lie with the Host Institution, (who for the avoidance of doubt retains the right to accept or reject any proposed Exchange Students) and who shall make final selection and shall notify successful candidates and the Home Institution within a reasonable period.

**11. Admissions requirements**

11.1 Nominated Exchange Students must be registered for a full-time undergraduate degree programme at the Home Institution and must have completed at least one year of continuous study at the Home Institution before the exchange year.

11.2 Nominated Exchange Students should be in good academic and disciplinary standing at the Home Institution.

11.3 Minimum academic standard for acceptance as an Exchange Student at the University of Bath, if applicable **[add relevant text here if applicable]**

11.4 Minimum academic standard for acceptance as an exchange student at **[insert name of partner]**, if applicable **[insert** **corresponding partner information if applicable]**

11.5 Language competence: only for partner Institutions which do not teach in English

All exchange Students nominated to study at the University of Bath are required to demonstrate that they have an appropriate level of spoken and written English for full academic and social participation. The level recommended for all students is C1 in the Common European Framework of Reference for Languages (CEFR), although B2 will be accepted in some subject areas. Entrants to the School of Management must be able to demonstrate C1 level.

In addition, students who require a Tier 4 (General) Student Visa must also satisfy UK Border Agency English Language Requirements (see <http://www.bath.ac.uk/study/ug/apply/englishlanguage>).  Students will require a Tier 4 (General) Student Visa if they are not a national of an EU member state, EEA member state or Switzerland AND they wish to study at Bath for the full academic year or for a Pharmacy programme of any length which includes rotations.

11.6 **[Insert** **corresponding partner information if applicable]**

**12. General terms and conditions of the exchange**

12.1 Exchange Students will continue to be registered at their Home Institution. They will also be registered as full-time non-degree students at the Host Institution.

12.2 Exchange Students can only be accepted for full-time study.

12.3 Exchange Students will return to continue their degree programme at their Home Institution after completion of their academic exchange period. Any application to transfer as a degree student from the Home Institution to the Host Institution will be subject to both Institutions’ standard rules and regulations for transfer. (The University of Bath does not normally accept students by transfer.)

12.4 Exchange Students will continue to pay tuition fees at their Home Institution. They will receive a tuition fee waiver from the Host Institution (that is, no tuition fee will be charged to them) but they will be responsible for all their other expenses. These include but are not limited to:

Living costs (accommodation, meals etc.)

Passport and visa costs

Transport

Insurance (health/medical, accident, travel, personal liability and possessions)

Textbooks and equipment

Photocopying and printing

Incidental expenses as may be required by the study programme

Guild fees/student’s union fees on the same basis as home students

12.5 Exchange Students must abide by all rules and regulations of the Host Institution.

12.6 The Host Institution will make available to the Exchange Students the same access to facilities, rights and privileges as degree students at the Host Institution.

12.7 Each Institution will arrange for a named member of staff to serve as Exchange Programme Liaison for the purpose of implementing and managing the Exchange Programme in conjunction with his/her counterpart at the partner university; to act as first point of contact with respect to the Exchange Programme; to assist students during the application process and on arrival; and to co-operate as appropriate with members of academic and administrative staff in matters of emergency, discipline, advice and evaluation.

12.8 Each Institution will provide Exchange Students with immigration advice. Exchange students will be responsible for obtaining necessary documents for international study and complying with immigration and visa requirements. Subject to the student fulfilling the required criteria, each Institution will provide any immigration documents usually required from the Host Institution.

12.9 Each Institution will provide joining information, including guidance on the local cost of living, and will arrange orientation for Exchange Students.

12.10 Exchange Students will be responsible for complying with current immunization requirements and for maintaining adequate health and medical insurance. Each Institution will provide advice on these issues in its joining information.

12.11 Exchange Students will be responsible for maintaining comprehensive accident, travel, personal liability and possessions insurance.

12.12 Accommodation:

12.12.1 The University of Bath regrets that it is not able to guarantee accommodation in halls of residence and that Exchange Students will be responsible for finding their own privately rented accommodation. The University of Bath Accommodation Office will provide assistance in the form of access to a database of local vacancies, advice and a contract checking service.

12.12.2 **[Insert corresponding information for partner Institution]**

12.13 In the event there is a student complaint or academic appeal by the Exchange Student, while participating in the Exchange Programme, the student complaint and academic appeal process of the Host Institution will apply. However, the Host Institution will immediately notify the Home Institution of any such matter and allow the Home Institution to participate to a reasonable degree in any formal procedure implemented.

**13. Assessments**

13.1 Exchange Students will normally be required to take the same assessments as home students for the courses in which they are enrolled.

13.2 The Host Institution will assess the academic performance of all Exchange Students using the same criteria used for students registered in the programme of the Host Institution.

13.3 If necessity arises, the University of Bath Department of [**insert name of department**] will try to arrange alternative assessments for exchange students who are unavoidably prevented from attending Semester 1 examinations by the necessity of attending the next semester’s classes at their Home Institution. This undertaking applies only to the Department of [**insert name of department**], so students who require alternative assessments should not take units taught by other departments except the English Language Centre. The form of these assessments will be at the discretion of the Department. Alternative assessments will not be available in Semester 2.

13.4 The University of Bath does not offer automatic re-assessment for students who fail a unit at the first attempt.

13.5 **[Insert corresponding information about assessments from partner]**

13.6 Each Institution will issue students and their home Institution with an official transcript of records within three months after the end of their final semester of study.

13.7 The obligations of the parties under this Agreement are only for the participating Exchange Students and include neither spouses nor dependents nor accompanying persons.

**14. Data protection**

14.1 Both Institutions appreciate that they will need to disclose to the other personal data relating to exchange students. Both Institutions further agree that they will comply with all applicable data protection legislation relating to the processing of personal data, and ensure that all student records and personal data relating to exchange students are held securely and confidentially and to further ensure that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the student exchange programme. Both the University of Bath and **[insert name of partner]** acknowledge that personal data relating to participating students supplied by their home Institution is to be processed by the host Institution only in accordance with the terms of this Agreement and otherwise on the express instructions of the home Institution and agree that they will take appropriate technical and organisational measures against unlawful or unauthorised processing and accidental loss, destruction or damage of such personal data.

**15. Third party rights**

This Agreement is made solely and specifically between the two Institutions for their sole benefit. This Agreement is not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Right of Third Parties) Act 1999 or otherwise.

**16. Resolution of disputes**

Both Institutions agree that they will attempt to resolve any dispute in the first instance by mutual consultation and negotiation. However, it is also agreed that this agreement and any proceedings pursuant hereto shall be construed in accordance with and governed by the Laws of England and Wales and both Institutions hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

17. **Signatures**

Signed on behalf of the **University of Bath**

Signature:

Date:

Name:

Position: President and Vice-Chancellor

Signature:

Date: …………………………………………...

Name:

Position: Dean of Faculty/School

Signed on behalf of **[insert name of partner Institution]**

Signature: Signature:

Date: Date:

Name: Name:

Position: Position: