

EXAMPLE: COOPERATIVE ACADEMIC AGREEMENT (updated 8-10-11)

**COOPERATIVE ACADEMIC AGREEMENT BETWEEN
WEBER STATE UNIVERSITY AND THE UNIVERSITY OF ANYWHERE**

This Agreement (the "**Agreement**") is entered into as of the ___ day of _____, 2011, by Weber State University, Ogden, Utah, United States of America ("**WSU**"), on behalf of the _____ College of _____ ("**___** ") and the University of Anywhere, Country. ("**U of A**"). WSU and U of A are individually referred to as a "**Party**" or jointly as the "**Parties**".

Preamble

- A. The purpose of this Agreement is to facilitate the exchange of students, a study abroad program, the hosting of visiting faculty scholars on an invitation basis, and the articulation of Associate Degree graduates from U of A to corresponding programs of WSU.
- B. WSU appoints Dr. _____, Dean, College of _____ ("**___**"), and U of A appoints Dr. _____, Dean of the _____ to coordinate the development and implementation of this cooperative academic agreement.
- C. All business, documents and arrangements to implement the terms of this Agreement will be in English.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

I. Visiting Faculty Scholar Program

- 1.1 Number of Scholars and Timing of Visit. WSU and U of A agree to host visiting faculty scholars on an invitation basis. The first faculty scholar visit may beginning _____ semester of 20____.
- 1.2 Procedure for Coordinating Visits. To facilitate and coordinate the logistics of the visiting faculty scholar program, each institution should share the name(s) of the participating faculty member(s) at least six months before the visit. For WSU, faculty from the following disciplines will be given priority to visit U of A: 1) _____; 2) _____; or 3) _____.
- 1.3 Immigration Documents. The host institution will assist the visiting faculty scholar with obtaining documents related to immigration formalities. To meet this obligation, WSU will issue a DS-2019 form for the U of A visiting faculty scholar.
- 1.4 Length of Stay. The length of stay for visiting faculty scholars will be negotiated in advance of the visit. (*Note: SEVIS regulations require a minimum of 3 weeks for short-term scholars*). For WSU faculty scholars who visit U of A, the

preferred length of stay is two to four weeks. Longer visits may be negotiated in advance.

1.5 Lodging. The host institution will provide home-stay lodging or guest lodging for visiting faculty scholars at its own expense (...or some other arrangement).

1.6 Office Space and Supplies. The host institution will provide office space, equipment, computer network access, resource materials, books, and supplies as required for the visiting faculty scholars.

1.7 Responsibilities of Visiting Faculty. Specific responsibilities of the visiting faculty scholars (...teaching, research, community presentations, etc.) will be negotiated in advance of the visit. Courses will be taught in English. The exact teaching schedule for the faculty scholars will be negotiated on a visit-by-visit basis. The faculty scholars may be accompanied by students, if negotiated in advance.

1.8 Airfare. The home institution or the visiting faculty will be responsible for round-trip airfare for its visiting faculty scholar(s).

1.9 Compensation. Compensation of visiting faculty scholars for employment will be negotiated on a case by case basis in advance, when such activities are part of the exchange visitor's program. The host institution will assist the visiting scholar in obtaining necessary work authorization in compliance with the home country's legal requirements. Each institution will also negotiate in advance whether or not a stipend will be paid to the visiting faculty scholars they host.

1.10 Health and Accident Insurance. Each visiting faculty scholar shall be responsible for obtaining appropriate personal health and accident insurance at his or her own cost and expense. According to the U.S. Department of State, insurance shall have a minimum coverage of: (1) medical benefits of \$50,000 per person per accident or illness; (2) repatriation of remains in the amount of \$7,500; and (3) expenses associated with medical evacuation in the amount of \$10,000; and (4) shall not have a deductible that exceeds \$500 per accident or illness. (*Note: see 22 CFR 62.14 for current insurance amounts.*) All coverage amounts are in U.S. dollars. Coverage is necessary for the duration of the faculty scholars' stay in the U.S. All documentation of health and accident insurance MUST be written in English and will be required before issuing the DS 2019 form.

II. Student Study Abroad Program

2.1 Programs for WSU Students. Beginning in _____, upon mutual agreement of both Parties, WSU "____" faculty may arrange short-term study abroad programs to U of A for WSU "____" students in compliance with WSU policies and guidelines. The WSU faculty have final authority and control over the academic and cultural experiences included in the study abroad program.

III. Exchanges of Students

3.1 Admission of Students. The two institutions agree to nominate for the exchange program only students of good academic standing at the time of their nomination. It is understood that students participating in this exchange will have adequate linguistic competence. Students coming from the U of A must meet the admissions criteria for international students, as listed in the current WSU catalog, including any English proficiency requirements (... *optional wording to require TOEFL or IELTS or screening by host institution, etc.*). It is expected that WSU students will be able to take any courses which are offered in English at the U of A. (...*optional... Students must have completed ____ semesters of study to be eligible for this exchange*).

Students from different disciplines can participate in this exchange and may take any course at the host institution for which they have the proper academic background. However, there shall be no obligation to admit students to courses in which there are strict admission restrictions at the host institution. The home institution shall inform the host institution of the names and addresses of its nominees five (5) months before the beginning of the semester. The necessary completed application forms will be sent to the host institution's international office. Participation in the exchange does not constitute later admission as a regular student at the host institution.

3.2 Recognition of Course Credit. Course credit obtained by visiting students will be given full recognition by the home institution. However, students may still be subject to clearly defined program conditions as laid down by the home institution. Students are strongly encouraged to work with their home institution to articulate courses prior to enrolling at the host institution.

(...optional paragraphs about 2+2 or duel-degree programs could go here.....)

3.3 Finance. The two institutions agree to exchange an equal number of students (or the equal number of semesters) per year. If this number is not equal, it has to even out over a period of three (3) years for each university. Before their departure, the exchange students shall pay tuition and any mandatory fees at the home institution, and shall study at the host institution without further charges (except where courses or activities with special fees are selected).

3.4 Health and Accident Insurance. Each visiting student shall be responsible for obtaining appropriate personal health and accident insurance at his or her own cost and expense. According to the U.S. Department of State, insurance shall have a minimum coverage of: (1) medical benefits of \$50,000 per person per accident or illness; (2) repatriation of remains in the amount of \$7,500; and (3) expenses associated with medical evacuation in the amount of \$10,000; and (4) shall not have a deductible that exceeds \$500 per accident or illness. All coverage amounts are in U.S. dollars. Coverage is necessary for the duration of the students' stay in the U.S. All documentation of health and accident insurance **MUST** be written in English.

3.5 Accommodations. The two institutions agree to make available to students participating in the exchange accommodations in their respective student on-campus residences at the same cost as is paid by local students. Students shall be personally responsible for all payments.

3.6 Internship/Co-op Work Term. (*..... optional section*) If an exchange student desires to have a work experience in the host country, it will be up to the student to arrange for such work experiences. Although each institution may help to find such a position, it is not obligated to do so. Should a student pursue an internship or co-op work experience, the host institution will provide information regarding the home country's legal requirements. At WSU such work experiences will be coordinated by the Director for International Students and Scholars Center.

IV. General Provisions

4.1 Academic and Disciplinary Rules. The Parties agree that the academic requirements of both institutions shall be respected and that current, applicable policies covering matters of academic responsibility and social discipline will be made available to the other Party.

4.2 Budgetary Considerations. Resources for implementation of this Agreement may come from either Party, depending upon budgetary availability. Neither Party is obligated to expend any resources in connection with this Agreement. No implementation of any portion of this Agreement or commencement of any specific projects may be initiated prior to the written assurance of such budgetary availability to the other Party hereto. To the extent any external funding is required by a Party in order to implement this Agreement and funding for such purposes is not appropriated to a Party or is not otherwise available to a Party, the Party shall have no further financial obligations upon such determination. Should either Party not have funding to carry out any obligations of a particular exchange effort conducted under this Agreement, it shall immediately notify the other Party of such fact and of such portions of this Agreement that may be deemed terminated or modified with respect to that particular project.

4.3 Insurance. Each Party shall maintain, at its own cost and expense, insurance in types and amounts reasonably acceptable to the other Party in order to cover liability caused by, or arising out of, actions, facilities, acts, or omissions of its own directors, officers, agents, and/or employees. Evidence of such insurance shall be provided to the other Party upon request.

4.4 Use of Institutions' Name and Logos: Advertising and Publicity. Neither Party may use the other Party's name or logo, or any name or logo that is likely to suggest that it is related to the other Party, in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

4.5 Additional Programs. (*.... optional section*) Upon further mutual written agreement,

WSU and U of A shall continue to discuss the possibility of developing other programs relating to cooperative matters. If necessary, each institution shall prepare an agreement to implement the specific activities under consideration.

4.6 Good Will Visits. (*.... optional section*) WSU and U of A administrators and faculty will make every effort to make goodwill visits to each other's institutions.

4.7 Term. This Agreement shall become effective upon the date set forth above and shall remain in effect for a period of _____ years.

4.8 Extension of Term. This Agreement may be extended or modified at any time by additional written agreements made between the appropriate authorities of the two institutions. Negotiations which are necessary in this respect shall be the responsibility of the Presidents' representatives with assistance from the administrative bodies of the institutions. Any additions to this Agreement shall be ratified by the Presidents of the partner institutions or their designees.

4.9 Waiver. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this Agreement.

4.10 Non-Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other. This Agreement shall be binding upon the successors, and permitted assigns of both Parties.

4.11 Notice. Any notice to either Party hereunder must be in writing signed by the Party giving it, and shall be deemed given when mailed postage prepaid by first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To WSU:
Dean _____
3901 University Circle
Ogden, Utah 84408-3901
United States of America

To U of A:
Dean _____
University of Anywhere
Somewhere Country

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, WSU and U of A have authorized the undersigned individuals to execute this agreement.

WEBER STATE UNIVERSITY

By: _____
Dr. F. Ann Millner, President

Date

UNIVERSITY OF ANYWHERE

By: _____
Dr. _____, President

Date