

STUDENT EXCHANGE AGREEMENT

between

The American University in Cairo, Egypt

And

Sathyabama University, Chennai, India

THIS AGREEMENT is entered into between The American University in Cairo (hereinafter referred to as "AUC"), at P.O. Box 74, New Cairo 11835, Egypt and Sathyabama University (hereinafter referred to as "SU") at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai – 600119, Tamilnadu, India;

WHEREAS, cordial relations exist between AUC and SU University;

WHEREAS, AUC and SU desire to establish certain exchange programs beneficial to the respective educational institutions;

NOW THEREFORE, in contemplation of the relationship to be established, the parties agree as follows:

Article 1. – Scope of Agreement.

The purpose of this Agreement is to establish the terms and conditions under which the exchange of students between AUC and SU shall take place at the undergraduate and / or graduate level.

Definitions. As used herein the terms "Home Institution" and "Host Institution" shall have the following meanings:

"Home Institution" is the party to this Agreement that sends students to the other party (institution) for the purposes of study.

"Host Institution" is the party to this Agreement that accepts the visiting student(s) from the other party for study

Article 2. – Term of Agreement.

This Agreement shall take effect on the July, 2017 and for a duration of 5 years from the start of the program unless amended, terminated or replaced with a new MOU.

Article 3. – Exchanges.

- 3.1 Each exchange under the terms of this Agreement shall be for one (1) academic year. One academic year is made up of two (2) academic semesters or three (3) academic terms for a party to the Agreement that operates on the quarter system. The semesters or terms can be used together by one student or divided up among several students, but each exchange shall be limited to one (1) academic year in total. It is further agreed that, during the term of this Agreement, there be a maximum of four (4) academic semesters or six (6) academic terms exchanged per academic year.
- 3.2 The parties shall agree that if the number of students exchanged between the institutions is not in balance each year, a balance will be achieved over a three-year period.
- 3.3 Each Home Institution is responsible for maintaining its own students registered at the Home Institution for the duration of the program.
- 3.4 Each Home Institution is responsible for recruitment, selection, and pre-program orientation of its students.
- 3.5 Each Home Institution agrees that credits successfully earned at the Host Institution will be fully transferable to the Home Institution.

Article 4. – Exchange of Students.

- 4.1 Students of either institution who desire to engage in full-time, residential study in a degree-granting program at the other institution must obtain an application form, and complete and submit it to the Home Institution. Students must meet all admission standards of the Host Institution and obtain all required approvals from the Home Institution.
- 4.2 Each student accepted by the Host Institution will be expected to participate in the Host Institution at the same level of competency as any other student enrolled at the Host Institution.
- 4.3 The Host Institution will make the final decision as to the acceptance of the student in each case, according to its admission policies governing students, and will notify the Home Institution in writing of acceptance or rejection. The Home Institution will notify the student of this decision.
- 4.4 The Host Institution retains the right to approve or reject any recommendation based on whether the candidate's qualifications meet admission requirements at the Host Institution.

Article 5. – Responsibilities of Home Institution.

- 5.1 The Home Institution is responsible for collecting and reviewing student applications and formally recommending qualified students to the Host Institution for the study desired.

- 5.2 The Home Institution will provide the Host Institution with details of courses that are essential for particular students.

Article 6. – Responsibilities of Host Institution.

- 6.1 The Host Institution will provide orientation for the incoming students.
- 6.2 The Host Institution will endeavor to ensure that students are admitted to courses regarded as essential.
- 6.3 The Host Institution will provide academic and other advisory services for incoming students within the constraints of capacity, the actual provision of those courses in that semester, and the possibility that classes are canceled. In those cases, the host institution will make every effort to accommodate them in alternative courses in the fields of study they wish to pursue.
- 6.4 The Host Institution agrees to make every effort to make a place available for the exchange student in its residence halls during the normal semester on the understanding that the student will pay for all accommodation costs. If no accommodation is available, the Host Institution will assist the student in finding accommodation off campus; however the student bears the ultimate responsibility for locating and leasing such off-campus housing.
- 6.5 The Host Institution will inform students of health insurance and immunization requirements and availability. AUC students going abroad are required to have health insurance from the Host Institution unless they show proof that they have the equivalent or superior insurance. Students attending AUC will be required to either purchase AUC's student health insurance for the period of their study at AUC or demonstrate that they are covered by their own individual health insurance purchased at their own expense. That insurance must be of equivalent or superior coverage to that provided by the AUC policy. Each student must provide proof of such insurance to AUC. AUC will direct students from the Home Institution requiring medical assistance to AUC's student health facilities and if necessary, other appropriate facilities. The student will be responsible for any medical expenses not covered by the student's health insurance plan. If AUC determines that a student from the Host Institution is in an emergency situation, AUC will promptly notify the Home Institution and cooperate fully in determining what additional actions may be required.
- 6.6 The Host Institution will provide to the Home Institution a final transcript describing the student's academic performance, within six (6) weeks after the conclusion of the academic term in which the student was enrolled, on condition that the student has cleared his/her financial accounts with the host institution and has no other unfulfilled obligation to that institution that would restrict the release of his/her records and grades

Article 7. – Responsibilities of Students.

- 7.1 Students will pay the tuition and fees of their Home Institution to their Home Institution prior to participation in the program.
- 7.2 AUC Housing expenses are the sole responsibility of each exchange student.
- 7.3 AUC Health Insurance and medical costs including immunizations.
- 7.4 AUC Books, living expenses.
- 7.5 AUC Transportation fees and cost of transportation to and from the Host Institution as well as any costs associated with obtaining a visa and related documents.

Article 8. – Academic and Disciplinary Conduct.

The parties agree that, during the term of this Agreement, all academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and social discipline will be distributed to the other party and carefully followed.

Article 9. – Nondiscrimination.

The parties agree to comply with all the rules, regulations, executive orders, and laws forbidding unlawful discrimination which each Institution promulgates and to which each Institution is subject, in accordance with the laws of the respective countries in which each party is located.

Article 10. – 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. To the extent any external funding is required by either party in order to implement this Agreement and funding for such purposes is not appropriated or is not otherwise available, such 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.

Article 11. – Relationship of the Parties.

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to this Agreement are acting as independent contractors.

Article 12. – Use of Institutions' Name; Advertising and Publicity.

Aside from publicity to attract students to the program and news bulletins afterwards concerning the students' successful participation in the program, neither party shall use the other institution's name in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

Article 13. – Designated Administrative Officials.

The administrative officials listed below are authorized to endorse exchanges under this Agreement.

For AUC:

Dr. Ahmed Tolba, Associate Provost for Strategic Enrollment Management

For Sathyabama University:

Dr. Mariazeena Johnson, Pro Chancellor

Article 14. – Notices.

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 U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To AUC:

Dahlia El Tayeb
Director, International Programs
International Programs Office
The American University in Cairo
P.O.B. 74, New Cairo 11835, Egypt
Tel: 20-2-26-15-3589
Fax: 20-2-2795-7565
Email: dahlia.tayeb@aucegypt.edu

To Sathyabama University
Pro Vice Chancellor
Sathyabama University
Rajiv Gandhi Road, Jeppiaar Nagar,
Chennai – 600 119, Tamilnadu, India
Tel: +4424502736/ +4424503065
Fax: +4424503814
Email: provc@sathyabamauniversity.ac.in
internationalrelations@sathyabamauniversity.ac.in

Article 15. – Dispute Resolution.

Any disputes in connection with this agreement or the execution thereof shall be settled by friendly negotiation between the two parties and will follow established policies and guidelines at the parties. If no settlement can be reached, the case in dispute shall then be submitted to an International Arbitration Convention. The decision made by the arbitration shall be final and binding upon both parties

Article 16. – Amendments, Duration & Termination.

- 16.1 The terms of this Agreement may be changed or modified only by written amendment signed by both parties.
- 16.2 This agreement shall be in effect from the date of its signing and be valid for the duration of five (5) years from that date, and will be automatically be renewed, unless terminated or replaced with a new MOU.
- 16.3 This Agreement may be terminated by either party providing the other written notice of its intent to terminate. Such notice shall be given at least one (1) year prior to the effective date of the termination. Such termination shall not affect exchanges in effect prior to the effective date of the termination.
- 16.4 The signing of this agreement does not entail any financial obligation for the parties.

As witness to their consent to this MOU, the appropriate authorities hereunto provide their signatures

The American University in Cairo , (Egypt)	Sathyabama University (India)
Associate Provost for Strategic Enrollment Management Dr. Ahmed Tolba	 Pro Chancellor Dr. Mariazeena Johnson
Date:	Date: 20/07/2017