****Partner logo

**Student Exchange Agreement**

between

**……………………, Karlsruhe Institute of Technology (KIT)**

with registered office at Kaiserstraße 12, 76131 Karlsruhe, Germany

(hereafter referred to as KIT)

and

**……………**

with registered office at …

(hereafter referred to as …)

hereinafter, jointly or individually, referred to as ”Partners” or ”Partner”.

# The Partners desiring to establish collaborative relations between the Faculty of…at KIT and the Faculty of…at Partner to promote friendship and co-operate to enable their students to take part in student exchange according to the following conditions:

# Scope of Exchange

# The “Exchange Student” is the student participating in the student exchange program in its capacity as a student of the Home Institution (Participation as an employee of the Home Institution or a company is excluded). The “Home Institution” is the Institution in which the student is originally enrolled. The “Host Institution” is the Institution to which the Exchange Student is attached for the duration of the Exchange Period.

# The exchange is founded on reciprocity, with the intention of achieving an equal number of Units of Exchange each way over a mutually agreed period of time.

# Student exchange will be organized at the undergraduate and graduate level. The Home Institution shall select students on the basis of academic merit, language proficiency and personal motivation for the exchange.

# Both institutions agree on the exchange of a maximum of three students per semester. Higher allotments may be negotiated upon mutual consent of both Partners. A balance should be planned for over the duration of the agreement. For the purposes of determining the balance of students exchanged, it is hereby agreed that two terms/semesters of study at each Institution are equivalent to an academic year and that two students participating for one academic term/semester shall be counted as equivalent to one student participating for one academic year.

# Exchange Students during the Exchange Periods will be subjected to the academic rules, disciplines and applicable policies (including any intellectual property (IP) policy) of the Host Institution. The Host Institution shall be free to terminate the participation of any particular Exchange Student if this is permitted under the applicable legal relationship between the Partner and the Exchange Student in question, in the event that the respective Exchange Student commits any breach of the rules and policies of the Host Institution which are of sufficient gravity (in the sole discretion of the Host Institution) to warrant expulsion if committed by the normal matriculated students in the Host Institution; or the laws of the host country.

# Neither Partner is responsible for any expenses incurred by Exchange Students, including travel, living and accommodation, medical care or personal expenses. Exchange Students are responsible for arranging and paying for their own in-country and international travel, medical insurance, passport and visa application fees, textbooks and personal items, lodging, meals, books, supplies, local transportation.

# Neither Partner may incur, commit or authorize financial expenditure on behalf of the other. Each Partner will be responsible for its own costs associated with any activities relating to this Agreement.

# Language Skills and Fees

# Exchange Students must have the language skills required for successful participation in the courses selected at the Host Institution.

* 1. Exchange Students shall be responsible for obtaining their own visas and completing the required immigration formalities, and for obtaining the travel and other related documents needed to pursue their studies at the Host Institution.

# Students participating in the exchange will register as non-degree seeking Exchange Students at the Host Institution. They must maintain full- time enrollment at the Host Institution for the duration of the exchange. They will pay tuition fees at their Home Institution, and not at the Host Institution. At KIT, Exchange Students are exempt from the General Administration Fee (“Verwaltungskostenbeitrag”) and the Student body representation’s contribution (“Beitrag der Verfassten Studierendenschaft”). However, the student services contribution (“Studierendenwerksbeitrag”) cannot be waived. Other fees, especially service fees, must be honored by the students, as well as books and supplies and all living expenses including health insurance and travel costs.

# The following offices will be responsible for the coordination and any amendments to the exchange:

# Karlsruhe Institute of Technology (KIT): …

# ….. (…): …

# Selection Process and Student Status

# There is no obligation on either Partner to nominate students for the exchange. Applicants will fill out applications from the Host Institution. The Host Institution has the right to accept or reject any nominated student, and the Host Institution shall not be liable for damages to the Home Institution as a result of the Host Institution’s refusal to accept any nominated student. Selection for participation in the exchange does not confer the right to pursue a degree at the Host Institution.

# Students on exchange will take a full-time course load as defined by the Host Institution. Students will also be allowed to engage in research activities, on either a credit- or a non-credit basis. This might be subject to a separate written agreement between the Host Institution and the student concerned.

# At the end of the exchange period, the Host Institution will be responsible for issuing an official transcript of the exchange student’s academic achievement. At KIT, students need to contact their faculty offices, where they are enrolled for their transcripts before they departure.

# Health Insurance, Data Protection Regulations

# Exchange Students will be required to carry and show proof of adequate health insurance, as defined by the Host Institution.

* 1. The relevant data protection regulations shall be complied with by the partners. Each Party undertakes to provide such assistance as may reasonably be required by the other Party to ensure compliance with data protection requirements. In particular, the partners assure to process the personal data exclusively for purposes related to this agreement, to protect the data from access by other parties, to take all necessary measures to ensure the security of the personal data on site and also not to disclose it to other parties, unless there is an explicit consent of the data subject or a legal obligation to do so. The processing of personal data shall be appropriate to the intended purpose and limited to what is necessary and required for the intended purpose. Each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf.

# Liability

# The Partners agree that the Agreement made here exclusively regulates the relationship between the above-mentioned contractual partners, but not the relationship between one of the Partners and its own students or one of the Partners and the students of the other Partner. In particular, this Agreement does not constitute a contract for the benefit of third parties; no student may derive a claim directly from it. The legal relationship between the students and the respective Partners is governed by the applicable legal provisions as well as the generally applicable regulations for students and Exchange Students. No Partner assumes any liability for the conduct of its students or their compliance with the regulations made herein; this is the subject of the direct legal relationship between the student and the respective contractual partner.

# The Partners shall mutually waive any claims for damage, except in case of intent or gross negligence.

# The parties assume that in their external relationship they will not appear as a consortium, but exclusively individually, so that joint and several liability should be excluded. If, contrary to expectations, joint and several liability should nevertheless arise, the parties shall be liable internally in proportion to their shares of fault. The Partners agree that in case of claims of third parties, they shall only be liable according to their share in the fault, and they shall be obliged to indemnify the other Partner from any further claims.

# The exclusions and limitations of liability shall not apply to claims for the injury of life, body, or health.

* 1. Exclusion or limitation of liability of the partners as outlined above also applies to personal liability of representatives, employees, and other subcontractors of the partners.
	2. Students participating in the program will be expected to respect the laws and regulations of the host country and institution.

# Duration and Termination

# This Agreement is subject to revision by mutual consent.

# This Agreement becomes effective from the day the representatives of both Partners have affixed their signatures. It shall be in effect for the duration of five years.

# The Partners shall confer concerning the renewal of this Agreement six (6) months prior to the date of expiration.

# Either institution may cancel this Agreement within six months written notice. In the event of cancellation, the participants in the program at such a time shall be permitted to complete their activities in accordance with the terms of this Agreement. Such termination shall not affect any Exchange Students that the Partners have agreed to host, prior to the effective date of the termination, even if the Exchange Period falls after the date of termination.

# A Memorandum of Understanding was concluded between the Partners with effect from … Termination or early cancellation of this MoU shall not affect the validity or duration of this Agreement.

# Miscellaneous

# No Partner shall be entitled to act or to make legally binding declarations on behalf of any other Partner or of the consortium. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

# All notifications as well as modifications and amendments to this Agreement must be made in writing. This also applies to any waiver of the written form requirement. Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed in 2.4.

# Nothing in this Agreement shall be deemed to require a Partner to breach any mandatory statutory law under which the Partner is operating.

* 1. The provisions of this Agreement shall be applied in accordance with the laws and regulations in force in each country.

# In the event that a provision of this Agreement is or becomes invalid, this will neither affect the validity of the other provisions nor the Agreement as a whole. The Partners shall replace the relevant provision by a regulation that is legally permissible and that is closest to the original provision with regard to content.

# This Agreement shall be construed in accordance with and governed by the laws of the respective defendant excluding its conflict of law provisions.

# The Partners shall endeavor to settle their disputes amicably. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of the respective defendant shall have exclusive jurisdiction.

The Partners have executed this Agreement on the dates shown hereunder.

Dated at …………………….. this \_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

**UNIVERSITY OF ……………………………………………………….**

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

………………………………………..

…………………………………………

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…………………………………………….

……………………………………………

Dated at Karlsruhe, Germany this \_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

**KARLSRUHE INSTITUTE OF TECHNOLOGY**

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Prof. Dr. Thomas Hirth**

Vice-President, Transfer and International Affairs

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Prof. Dr. Alexander Wanner**

Vice-President, Higher Education and Academic Affairs

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dean of Faculty**