



# UNDERGRADUATE STUDENT EXCHANGE AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT AND THE UNIVERSITY OF JORDAN

This Undergraduate Student Exchange Agreement ("Agreement") is made by and between the University of Connecticut, a constituent unit of the State of Connecticut system of higher education, having a principal place of business in Storrs, Connecticut, United States of America, ("UConn") and the University of Jordan, an institution of higher education, having a principal place of business in Amman, The Hashemite Kingdom of Jordan ("UJ").

# BACKGROUND

To enhance the education curriculum of their respective institutions, UConn and UJ desire to establish a means for cooperative efforts between the Parties to promote the academic interchange of undergraduate students, academic and research information and to establish a reciprocal exchange program in accordance with the terms and conditions contained herein.

# TERMS AND CONDITIONS

### 1. DEFINITIONS

- **1.1.** "Home Institution" is the University where the student is matriculated and from which he/she is pursuing a degree.
- **1.2.** "Host Institution" is the University where the student is temporarily studying during the exchange period.
- 1.3. "Party" will refer to UConn and UJ individually, and "Parties" refers to UConn and UJ jointly.
- **1.4.** "Exchange Program" means an educational program which permits Exchange Students to temporarily study at the Host Institution for an agreed duration on a non-award basis, under a reciprocal exchange arrangement with the Home Institution.
- 1.5. "Exchange Student" means an undergraduate student enrolled at the Home Institution and approved by the Home Institution to participate in the Exchange Program at the Host Institution.

**1.6.** "Semester place" refers to one student attending the host institution for either the fall or spring semester. An academic year comprises two semester places.

# 2. TERM, AMENDMENT AND TERMINATION

- **2.1. Term**: This Agreement will be in effect for a period of five years commencing on the date upon which the Agreement is fully executed by the Parties.
- **2.2. Renewal:** Prior to the expiration of this Agreement, the Parties may extend this Agreement, expressly and in writing, for successive periods of five years.
- **2.3. Amendment**: Any modifications to this Agreement will be made by written amendment between duly the Parties and, if required, approved by the Attorney General of the State of Connecticut.
- **2.4. Termination for Convenience**: Either Party may cancel this Agreement for any reason upon twelve months' written notice to the other Party in accordance with Section 7 below. Provided, however, if an imbalance of participants exists in one or more of the Programs when notice of termination is received, the Party who is at a deficit in hosting participants will continue to receive participants until the imbalance has been resolved.
- **2.5. Termination for Cause**: Either Party may cancel this Agreement for cause upon 30 days' written notice to the other Party in accordance with Section 7 below. In the event of such termination, the parties agree that any students currently participating in this Exchange Program will be able to complete their respective academic semester.

# 3. IMPLEMENTATION

- **3.1.** This Exchange Program will be encouraged providing that no safety, security, export control and public health issues ae of concern.
- 3.2. This Exchange Program shall begin upon the commencement of the Host Institution's Spring 2021 academic semester. Each exchange shall be for one academic year or one academic semester.
- **3.3.** Exchange Students from UJ will not have access to courses in UConn's Schools of Law, Medicine, Dental Medicine, Social Work, Pharmacy, Nursing or Education as these are not available for Exchange Students.
- 3.4. The Parties will exchange students on a one-to-one equal exchange basis (one year exchange being equal to two semester places). Each Party will promote student interest in the Exchange Program and facilitate annual enrollment for two (2) undergraduate semester places during the term of this Agreement, unless mutually agreed upon in writing.
- 3.5. If an unequal exchange ratio occurs in any year, the Party that has accepted the greater number of Exchange Students may suspend acceptance of incoming students. Meanwhile, the Party that has accepted fewer students will continue to accept Exchange Students until the exchange ratio is equal.
- **3.6.** The Parties may also allow students to participate in summer and intersession programs by enrolling directly with the Host Institution and paying the standard rate of tuition and fees for such programs. All other provisions of this Agreement, with the exception of sections 3.10 and 4.2, will apply.

- **3.7.** The Host Institution will provide the Home Institution with program materials, which include the rules, regulations and academic policies of the Host Institution, as well as information concerning safety and emergency procedures, emergency phone numbers, and other pertinent information.
- **3.8.** The Host Institution will register Exchange Students as non-degree undergraduate students for the duration of their study at the Host Institution.
- **3.9.** Each Party will enable Exchange Students to obtain academic credit at their Home Institution for course work taken at the Host Institution.
- **3.10.** The Host Institution will exempt tuition and all fees of the Host Institution for Exchange Students, except for those costs described in Section 4.3 below, which costs are borne by each Exchange Student. This section does not apply to students who enroll directly with the Host Institution pursuant to section 3.6.
- **3.11.** Students who have met the academic and language proficiency criteria mutually agreed upon by the Parties will be accepted into the Exchange Program. The Host Institution reserves the right to reject any student from the Home Institution. The Host Institution will comply with its non-discrimination policy with respect to the selecting students for the Exchange Program.
- **3.12.** The Coordinating Representatives of each Party, as defined in Section 8 below, shall, on or before the mutually-approved deadlines, inform the other of the number of Exchange Students enrolled each semester through the Exchange Program, their course selections, and other relevant student information.
- **3.13.** The Coordinating Representatives of each Party will provide the other with any required information and documentation in a timely fashion, so that all Exchange Students can obtain the required visa permits, health policies and immunizations prior to arrival at the Host Institution.
- **3.14.** The Host Institution will make all reasonable efforts to provide Exchange Students with access to, or facilitate the acquisition of, safe and clean housing that will allow Exchange Students to live with other students at the Host Institution.
- **3.15.** The Host Institution will provide the Home Institution with a final transcript describing the Exchange Student's academic performance.
- **3.16.** Each Party will allow representatives from the other to visit, monitor, and evaluate the Exchange Program as needed.
- **3.17.** The Host Institution will make available any co- and extra-curricular activities to the Exchange Students as are normally provided to the Host Institution's students.
- **3.18.** The Home Institution will provide the Host Institution with a prescribed and completed application form and a copy of a current transcript for each student applying to be an Exchange Student.
- **3.19.** The Home Institution will inform Exchange Students of their responsibility to obtain the necessary immunization and health insurance, as required by the Host Institution, prior to departure from the Home Institution, which must be valid for the duration of their stay in the country of the Host Institution.

**3.20.** Exchange Students will be subject to all academic policies and standards/codes of conduct of each Party.

# 4. FINANCIAL RELATIONSHIP, TUITION/FEES, COSTS AND RESPONSIBILITIES

- **4.1. Financial Relationship**: Nothing in this Agreement shall be construed as creating any financial relationship between the Parties. This Agreement will be construed as a statement of intent to foster genuine and mutually beneficial academic cooperation, and any subsequent agreement as to costs or fees related to the Exchange Program shall be made in writing between the Parties and, if required, approved by the Office of the Attorney General of the State of Connecticut.
- **4.2.** Tuition and Fees: The Host Institution will waive tuition and related fees for Exchange Students, except those described in Section 4.3. Exchange Students will continue to pay tuition and mandatory fees to their Home Institution as required by the Home Institution's standard procedures for the duration of the Exchange Program. This provision will not apply to students who enroll directly in accordance with section 3.6 of this Agreement.
- 4.3. Student Housing and Miscellaneous Costs: Exchange Students are responsible for the costs related to housing/accommodations while studying at the Host Institution. In addition, Exchange Students are responsible for their travel, visa, health insurance, books and equipment, transcript fees, living and all other miscellaneous expenses during the Exchange Program. Exchange Students may be required to pay fees to the Host Institution for the use of non-academic or non-obligatory facilities, services, and functions on a fee-for-service basis, as required by the Host Institution's standard procedures.

# 5. MISCELLANEOUS

- **5.1.** <u>Use of Names, Marks or Logos</u>: Neither Party shall use the other Party's name, marks or logo and/or any name that is likely to suggest that it is related to the other Party, for any reason, without prior written consent of the other Party.
- **5.2.** <u>Liability:</u> Neither Party shall be responsible to the other Party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
- 5.3. Applicable Law: All research, teaching and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each Party. In the case of UConn, these are the laws, rules, and regulations of UConn, the State of Connecticut and the United States. In the case of the UJ, this will be conducted in accordance with the laws, rules, and regulations of Amman and the Hashemite Kingdom of Jordan.
- 5.4. Family Educational Rights and Privacy Act. UJ acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. UJ acknowledges that such information is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and agrees that it will utilize such information only to perform its obligations under this Agreement and for no other purpose. UJ further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates.
- 5.5. <u>Assignment and Exclusivity</u>: This Agreement may not be assigned by either Party without prior written consent of the other Party. This Agreement is entirely non-exclusive and will not preclude

either Party from fully engaging in agreements and relationships with other schools and institutions internationally.

- 5.6. Force Majeure: If the performance of obligations under this Agreement is rendered impossible or hazardous, or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either Party, then each Party's obligations to the other under this Agreement shall be excused and neither Party shall have any liability to the other under or in connection with this Agreement.
- **5.7. Statutory Authority:** UConn is authorized to enter into this Agreement under section 10a-104, 10a-108, and 10a-110 to 10a-110g of the General Statutes of the State of Connecticut as amended to date.
- **5.8. Insurance:** Each Party agrees to procure and maintain, at its own cost, sufficient insurance coverage, including public liability insurance or equivalent, as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party pursuant to this Agreement. Each Party agrees to provide evidence of such insurance to the other Party on that Party's reasonable request.
- **5.9. Dispute:** If any disputes arise out of this Agreement, the Parties agree to seek non-litigious means to resolve them. The Parties shall attempt to resolve any dispute through collaboration.

# 6. STUDENT MISCONDUCT

- **6.1.** Exchange Students remain subject to the Home Institution's policies, procedures, rules, regulations or codes of conduct as well as any policies, procedures, rules, regulations or codes of conduct of the Host Institution. Violations of either Party's policies, procedures, rules, regulations or codes of conduct by an Exchange Student, regardless of location, may lead to disciplinary action by the Host Institution and/or the Home Institution against an Exchange Student.
- **6.2.** If the Host Institution becomes aware that an Exchange Student is the victim of, or accused of, a crime, violation or alleged violation of any of its policies, procedures, rules, regulations or codes of conduct, the Host Institution shall respond in accordance with the following requirements:
  - (a) Upon becoming aware that an Exchange Student is the victim of, or accused of, a crime, violation or alleged violation of any of the policies, procedures, rules, regulations or codes of conduct of the Host Institution, including sexual harassment or assault, then the Host Institution shall immediately, in accordance with local laws applicable to each Party, provide sufficient information to the Home Institution regarding or relating to the alleged violation to allow the Home Institution to comply with its applicable laws, policies, procedures, rules or regulations. Such information shall be provided regardless of the Exchange Student's request for confidentiality.
  - (b) If an Exchange Student is an alleged victim/survivor, the Host Institution must advise him or her of all reporting options, as well as legal, counseling, academic, and medical resources that may be available to him or her. If an Exchange Student is the accused, s/he shall receive written notice from the Host Institution of each allegation, a copy of the complaint, if written, and any documents or other materials in support thereof. A copy of the notice, complaint and all other documents and materials will also be provided to the Home Institution to the extent permitted under local law. The accused must also be advised of any resources that may be available.

- (c) The Host Institution shall promptly, thoroughly, and objectively investigate every complaint involving an Exchange Student and afford the Home Institution a reasonable opportunity to have its designated representative(s) present for all proceedings, including interviews and hearings, involving the Exchange Student's case to the extent permissible under the Host Institution's policies and procedures. In the event the Home Institution cannot or elects not to be present, the Host Institution will share with the Home Institution any information gathered during the course of its investigation, including, but not limited to, the identity of all witnesses and copies of any recordings, transcripts, and notes.
- (d) In matters involving an Exchange Student accused of or alleging sexual harassment or sexual violence, the Home Institution shall also have the right to be privy to, and to participate, through its designated representative, in the Host Institution's investigation to the extent permissible under the Host Institution's policies and procedures.
- (e) In addition to the requirements set forth above, in all cases involving allegations or threats of physical violence, intimidation, sexual harassment (including sexual violence, intimate partner violence or stalking), or possible danger to an Exchange Student, the Host Institution agrees to exercise reasonable efforts to:
  - Promptly consider any requests by the Exchange Student initiating the complaint to change his/her housing, including, but not limited to, dormitories, homes and apartments; and academic assignments which should include any classes and activities connected with the Exchange Program;
  - ii. Promptly carry out a risk assessment and take appropriate intermediate action (based on the results of the risk assessment) that may be necessary to protect the victim in the institutional setting, including: separating the accused from the victim by issuing no contact orders, limiting the accused's access to campus and/or the Exchange Program's activities, or requiring the accused to change housing arrangements pending the outcome of the proceedings;
  - iii. Promptly take steps to prevent retaliation; and
  - iv. Promptly notify the Home Institution of the final disposition of such cases and, upon request, provide copies of all materials relative to the investigation.
- (f) If the accused is found responsible by the Host Institution in any such case, the Host Institution shall take measures which, at the very minimum, keep the accused separated from the victim for the duration of the Exchange Program and take all necessary action required to deter any future harassment or retaliation.
- 6.3. Notwithstanding any of the foregoing, the Home Institution reserves the right to conduct its own investigation. Such an investigation may be conducted by (1) using the information it receives from its participating student and from the Host Institution, (2) de novo or (3) a combination of both. The Home Institution may, upon completion of its own investigation, hold a de novo hearing and implement sanctions in accordance therewith, which sanctions may be in addition to any imposed by the Host Institution.

# 7. NOTICE

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing as follows:

If to UConn: If to UJ:

Contact: Ms. Zahra Ali, Director of Global Contact: Dr. Hadeel Yaseen, Director IAU

Partnerships Address: International Affairs Unit

Address: Office of Global Affairs The University of Jordan

University of Connecticut Queen Rania St. 368 Fairfield Way, U-4182 Amman 11942. Storrs, CT, USA 06269-4182 Jordan

United States of America Phone: 0096265355000 Ext: 21050

Email: zahra.ali@uconn.edu; Email: h.yaseen@ju.edu.jo

global@uconn.edu Website: http://offices.ju.edu.jo/en/oir/Home.aspx

Website: <a href="http://globalpartnerships.uconn.edu">http://globalpartnerships.uconn.edu</a>

### 8. COORDINATING REPRESENTATIVES

Each Party appoints the following Coordinating Representative to administer and coordinate all aspects of the Exchange Program:

UConn: <u>UI</u>:

Contact: Dr. Ngozi Taffe, Assistant Vice Contact: Dr. Hadeel Yaseen, Director IAU

President for Global Affairs Address: International Affairs Uni]

Address: Education Abroad The University of Jordan

University of Connecticut Queen Rania St.
368 Fairfield Way, U-4207 Amman 11942.
Storrs, CT 06269-4207 Jordan

United States of America

Phone: +1 860-486-5022 Phone: 0096265355000 Ext: 21050

Email: ngozi.taffe@uconn.edu; Email: h.yaseen@ju.edu.jo

<u>abroad@uconn.edu</u> Website: <u>http://offices.ju.edu.jo/en/oir/Home.aspx</u>

Website: http://abroad.uconn.edu

# 9. POWER TO EXECUTE AND COUNTERPARTS

The Parties hereto have caused this Agreement to be executed and the undersigned persons certify that they are duly-authorized to execute on behalf of their institutions as of the dates indicated below. This Agreement may be executed in counterparts and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

FOR THE UNIVERSITY OF CONNECTICUT

Date: May 24, 2021

Professor Daniel Weiner, Ph.D. Vice President for Global Affairs FOR THE UNIVERSITY OF JORDAN

Professor Abdelkarim Al-Qudah

President

