

STUDENT EXCHANGE AGREEMENT BY AND BETWEEN
ARKANSAS STATE UNIVERSITY- JONESBORO, UNITED STATES OF AMERICA
AND
UNIVERSITY OF HUELVA,
SPAIN

The University of Huelva, represented by María Antonia Peña Guerrero, Rector of the University of Huelva, by appointment and approved by Decree 119/2017, of July 11th, and in conformity with her competence to sign this agreement, assigned to her in accordance with article 20 of The Organic Law of Universities 6/2001 of 21st December, and in accordance with art. 31.n) of The Statutes of the University of Huelva, approved by Decree 232/2011 of July 12th (published in the Official Bulletin of the Government of Andalusia no. 147 of 28th July 2011), modified by Decree 35/2018 of 6th February (published in the Official Bulletin of the Government of Andalusia no. 30 of 12th February 2018) on behalf of and representing the aforementioned Institution.

and

Arkansas State University – Jonesboro, an institution of higher education and an agency of the State of Arkansas, of the United States of America, agree to enter into a specific collaboration agreement between both institutions, developed in accordance with the following articles.

ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either party. Activities engaged in under this Agreement include the exchange of students from each Party for traditional student exchange programs.

ARTICLE II: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. "Exchange" means a one-for-one exchange of students from each Party;
 - b. "Exchange Students" means students participating in this exchange. Students from other institutions who are U.S. citizens may not come to Arkansas State University – Jonesboro as an Exchange Student.
 - c. "Home Institution" means the Party the student intends to graduate from;
- and

- d. "Host Institution" means the Party that has agreed to receive the Exchange Students from the Home Institution.

Section 2. Tuition and Fees.

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition and campus fees normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Miscellaneous campus fees and course related materials/lab fees may be charged to the visiting student.

Section 3. Financial Resources.

- a. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students.
- b. Arkansas State University – Jonesboro must comply with Title IV of the U.S. Higher Education Act of 1965. Arkansas State University – Jonesboro will assume responsibility for the administration of all Title IV financial aid programs. Eligible Arkansas State University – Jonesboro degree candidates who are in good standing and enrolled in an eligible program may receive financial aid while attending the Host Institution. Arkansas State University – Jonesboro students will be considered to be on visiting status at the Host Institution for the duration of their exchange program.
- c. Students must be enrolled in a minimum number of units at the Host Institution, equivalent to full-time enrollment at Host Institution. Full time enrollment at Host Institution is 12 units for undergraduate students and 9 units for graduate students.
- d. The Host Institution agrees to report any changes to the student's enrollment status, e.g. withdrawal or a drop in enrollment, within fourteen (14) days.
- e. The Host Institution agrees to inform Home Institution about any financial resources it provides to Home Institution students.

Section 4. Student Insurance Coverage. Each Party affirms and is responsible for ensuring that its participating students have health and accident insurance coverage sufficient to cover costs of emergency evacuation and repatriation.

Section 5. Housing and Travel. The Host Institution will assist, when possible, with the arrangement of lodging for Exchange Students, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (e.g., laboratory fees, special activity fees) shall be borne by each individual participating Exchange Student. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 6. Student Conduct and Academic Policy. While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 7. The anticipated number of student semesters to be exchanged on an annual basis is three (3). This number will be increased or decreased on the basis of reciprocity so that an equal number of students from each institution will be exchanged over the term of this Agreement. The Parties will agree in advance on the number of students to be exchanged each year no less than ninety (90) days before the ensuing semester. An amendment to the agreement is not required to adjust for reciprocity. Normally, an Exchange will be for one (1) semester. Individual students may be continued as designated Exchange students for one (1) ensuing semester.

Section 8. Language Proficiency. Students attending Arkansas State University – Jonesboro whose native language is not English must meet the minimum language requirements. Students from UHU should have certified at least level B2 on the common European Framework of languages and have one of the following certificates: Cambridge First Certificate, TOEFL with a score of 61 or higher, or IELTS with a score of at least 5.5.

Section 9. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions.

Section 10. At the conclusion of the exchange program the Host Institution will provide directly to the Home Institution a record of academic coursework completed by the student and marks earned.

Section 11. Coordination and maintenance of the Agreement. Employees responsible for the proposed activities, especially tasks of selection, preparation and guidance of incoming and outgoing selected students, and staff members will ensure that conditions of the Agreement are met satisfactorily and that the collaboration is beneficial to both institutions.

ARTICLE III: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of four (4) years. This Agreement may be cancelled by either Party in writing with ninety (90) calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

The following are considered cause for cancellation of the Agreement

- a. Expiration of the period of validity without the extension of the Agreement having taken place
- b. Mutual agreement
- c. Failure to comply with the obligations set forth in the Agreement by either party
- d. Any other lawful cause.

ARTICLE IV: INDEMNIFICATION

Section 1. UHU shall defend, indemnify and hold harmless Arkansas State University - Jonesboro and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of UHU, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. Under Arkansas law, Arkansas State University – Jonesboro may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by Arkansas State University – Jonesboro and its employees or agents in the performance of this Agreement, Arkansas State University – Jonesboro agrees with UHU that : (1) it will cooperate with UHU in the defense of any action or claim brought against UHU seeking the foregoing damages or relief; (2) it will in good faith cooperate with UHU should UHU present any claims of the foregoing nature against Arkansas State University – Jonesboro to the Claims Commission of the State of Arkansas; (3) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, Arkansas State University – Jonesboro reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1. Arkansas State University – Jonesboro represents and warrants that it is the State of Arkansas, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. UHU represents and warrants that it (1) is an educational entity in good standing in the country of Spain and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VI: MISCELLANEOUS

Section 1: No Agency. Nothing in this Agreement shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations under this Agreement.

Section 3. No Incentive Benefits. UHU certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of Arkansas State University – Jonesboro, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected by it.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by either Party, or failure or delay in delivery by suppliers or delays in transportation.

Section 9. Governing Law. The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of Arkansas.

Section 10. Privacy. Arkansas State University – Jonesboro and UHU shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law or the order of a court of competent jurisdiction, no information or personal data received from the other Party will be divulged to any third party without the prior written approval of the Party or individual to whom such personal data relates. Arkansas State University – Jonesboro is, and UHU may be, subject to various privacy, freedom of information, and public records laws. Arkansas State University – Jonesboro and UHU agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 11. Liability. Each Party will be responsible for its liabilities under this Agreement, including the obligations stated in Article IV of this agreement.

Section 12. Sovereign Immunity. All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and that as such, has sovereign immunity. Nothing in this Agreement is intended to or should be construed as waiving that sovereign immunity.

Section 13. Waiver. A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

Section 14. Successors. The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

Section 15. Additional Documents and Terms. The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement. Detailed procedures for implementing the exchange programs which are not prescribed in this Agreement will be discussed and decided upon by both institutions at the appropriate time and documented in a written agreement to be signed by representatives from both Parties.

Section 16. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

Section 17. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

TO Arkansas State University – Jonesboro
Alan Utter, Ph.D.
Provost and Vice Chancellor for Academic
Affairs and Research
P.O. Box 179
State University, Arkansas 72467
United States of America

TO UHU:
Oficina de Relaciones Internacionales, Universidad
de Huelva
Edificio Juan Agustín De Mora Y Garrocho, Campus
Carmen, Avda. 3 de Marzo S/N
21007 Huelva Spain
E mail: drinter@uhu.es

ARTICLE VII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

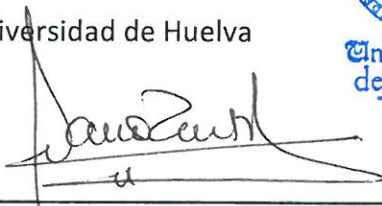
Arkansas State University – Jonesboro



Kelly Dampousse, Ph.D.
Chancellor

Date: 1/20/2020

Universidad de Huelva



María Antonia Peña Guerrero
Rector

Date: 28-1-2020



ANNEX

Both the University of Huelva and Arkansas State University – Jonesboro state that they comply with the appropriate technical and organizational conditions regarding the protection of personal data.

Both the University of Huelva and Arkansas State University – Jonesboro undertake to treat any personal information provided for the sole purpose of compliance with this Agreement.

The interested party may exercise before Arkansas State University – Jonesboro his/her rights in this matter, in the same way as s/he may do before the University of Huelva. The parties undertake to immediately transfer the requests and / or resolutions issued in this regard.

In case of violation of the security of personal data, the correspondent affected will immediately transfer the communication to the other party and, where appropriate, to the Spanish Agency for Data Protection and the interested party in accordance with the provisions of articles 33 and 34 RGPD.

Arkansas State University – Jonesboro undertakes to keep the personal data of the student for the necessary time in accordance with this Agreement, proceeding to their destruction once they are no longer necessary for that purpose unless it is necessary to keep them for the purpose of legal certification and / or for purposes of archives in the public interest, scientific or historical research and statistical purposes.

Arkansas State University – Jonesboro and UHU are considered jointly responsible for managing their participation in the Agreement and will not be yielded to third parties except in compliance with legal obligation.

One can exercise the rights relating to access, rectification, limitation, opposition or deletion before either responsible party, specifically stating the cause of the request and attaching a copy of one's identity document:

- University of Huelva, C / Dr. Cantero Cuadrado, nº6 - 21071 Huelva, Spain
- Arkansas State University – Jonesboro

You can also contact the respective Data Protection Delegates at the following e-mail addresses delegado.protecciondatos@uhu.es or direct your claim to the Spanish Agency for Data Protection: [https:// www. aepd.es/](https://www.aepd.es/).