

Agreement to Establish a Student Exchange Program Between The University of Oklahoma and Universidad Nacional de Colombia

This Agreement to Establish a Student Exchange Program ("Agreement") is made by and between the Board of Regents of the University of Oklahoma OBO the University of Oklahoma (hereinafter referred to as "OKLAHOMA"), with offices at 660 Parrington Oval, Norman, OK 73019 and Universidad Nacional de Colombia (hereinafter referred to as "Universidad Nacional de Colombia"), with offices at Carrera 45 No. 6-85 Edificio Uriel Gutiérrez, Bogotá - Colombia. This Agreement is made pursuant to the Memorandum of Understanding between the two institutions which became effective on January 4, 2016 ("MOU"). This Agreement includes this document and any other Exhibits or Amendments signed by both parties and attached hereto.

1. **Term.** The Term of this Agreement shall begin on the date of the last signature below and shall remain in force for five (5) years, unless the Agreement (i) is mutually extended by written agreement of the parties or (ii) sooner terminated as provided herein.

2. **Definitions.** For the purposes of this Agreement:
 - a. "Home Institution" shall mean the institution from which a student intends to graduate (i.e., the institution sending students).
 - b. "Host Institution" shall mean the institution that has agreed to accept a student from the Home Institution as a non-degree seeking student (i.e., the institution receiving students).
 - c. "Academic Year" means the academic year at OKLAHOMA commencing in August and ending in May of the following year and consisting of two semesters or at Universidad Nacional de Colombia the academic year commencing in February and ending in November of the same year.
 - d. "Fall Semester" means the academic term in OKLAHOMA commencing in August and ending in December of the same year or at Universidad Nacional de Colombia the academic term commencing in July and ending in November.
 - e. "Spring Semester" means the academic term in OKLAHOMA commencing in January and ending in May or at Universidad Nacional de Colombia the academic year commencing in February and ending in June.

3. **Student Exchange Program.** In general, the parties agree to establish a student exchange program between OKLAHOMA students and Universidad Nacional de Colombia students ("Program"). The Program will provide student participants with an opportunity to study at and benefit from the academic and cultural environment of the Host Institution. The Program shall be administered through the Office of Education Abroad at OKLAHOMA and the Direction of External Affairs at Universidad Nacional de Colombia.

4. **Length of the Program & Equivalencies.** Students may participate in the Program for one full Academic Year or for one and/or two academic term(s). Upon completion of the specified exchange period at the Host Institution, all participating students must return to the Home Institution. No extensions to the specified exchange period will be authorized at the Host Institution unless otherwise specifically agreed upon by mutual consent with the Home Institution.

5. **Number of Participating Students.** Each Academic Year each institution, in principle, may nominate not more than five (5) student(s) to participate in the Program for the Academic Year or not more than ten (10) student(s) to participate in the Program for each academic term; however, this number may vary in any given year. A good faith effort will be made to maintain equal student numbers, although it should be recognized that equality may not be absolute. A balance should be achieved at the end of the term of the MOU.
 - a. A semester-per-semester formula will be used to calculate exchange balances between OKLAHOMA and Universidad Nacional de Colombia. Summer Term programs will be calculated on a 2:1 ratio whereby every two students who participate on a credit-bearing activity at the Host Institution for the Summer Term will generate one semester of exchange units at the Home Institution. For OKLAHOMA students studying at Universidad Nacional de Colombia for a Summer Term, this formula shall only apply when an OKLAHOMA student pays at least 6 credit hours of OKLAHOMA tuition and fees.
 - b. OKLAHOMA and Universidad Nacional de Colombia will review the program annually for any imbalances in the number of students exchanged and may adjust the numbers the following year to maintain a balance acceptable to both institutions.
 - c. By November 15 of each year each institution will inform the other of the total numbers of allocated exchange spaces for the upcoming Academic Year.

6. **Nominee Requirements & Process.**
 - a. Each Home Institution will send to the Host Institution the applications for the nominated students by a date to be determined by the Host Institution. The Host Institution shall have the right to make final judgments on the admissibility of each student nominated.
 - b. The Home Institution will make sure that its nominees for students satisfy the language proficiency requirement for participation in the Program at the Host Institution.
 - c. The Home Institution shall determine the transfer of academic credit from the Host Institution and the articulation of courses into the degree program of the Home Institution, in accordance with the policies, procedures and regulations of the Home Institution.
 - d. The Host Institution will permit the students to apply to any academic program offered at the Host Institution as full-time, non-degree seeking students, at a level determined by the Host Institution. The Host Institution may exclude students from restricted enrollment programs. Incoming students may not have access to courses in high demand at the Host Institution because enrollment priority is given to degree-seeking students. The study abroad administrators at each institution shall endeavor to inform their counterparts, in the

manner specified in Paragraph 30 herein, as to which specific academic programs or particular courses are likely to be unavailable to incoming students in any given semester.

- e. Each Home Institution shall advise its students that they must return to the Home Institution upon completion of the exchange period and in accordance with their visa status and expiration date.
- f. The Host Institution will inform students of health insurance and immunization requirements that exist for participation in the Program.
- g. The institutions will cooperate to inform the students that they must abide by all policies, rules and regulations of the Host Institution and all relevant laws.

7. Specific Requirements for Nominating Students. The Home Institution may set its own criteria for nominating students to participate in the Program, but at a minimum each student must:

- a. Have completed and passed the exams of at least one year of study at the Home Institution prior to participating in the Program;
- b. Be in "good standing" with the Home Institution; and
- c. Meet the language requirements set forth by the Host Institution.

Ninety (90) days prior to the start of an academic term, the Host Institution will provide the Home Institution with a list of documentation that is required regarding each nominated student. While students nominated by the Home Institution will normally be accepted to the Program by the Host Institution, the Host Institution reserves the right to review the applications of the nominees and make final decisions concerning admission. All final admissions decisions shall be communicated to the Home Institution as early as possible, but no later than ninety (90) days prior to the start of an academic term.

8. Student Support. The parties agree that a key goal of the Program is to allow participating students to be integrated into the typical student life of the Host Institution. As such, each party agrees to provide participating students with the academic resources and support services that are available to other comparable students at the Host Institution. In addition, the Host Institution will endeavor to provide students with an orientation upon arrival and a guidance support system for students' day-to-day lives.

9. Academic & Conduct Rules. All participating students must abide by all of the policies and rules of the Host Institution, including institutional regulations regarding academic performance and conduct. Each Host Institution reserves the right to dismiss any participating student for violating such policies or rules in accordance with the Host Institution's regular procedures. Students who are accepted to participate in the Program for an Academic Year must satisfactorily complete their first academic term at the Host Institution in accordance with the Host Institution's academic requirements. If a student does not satisfactorily complete his or her first academic term, the Host Institution may ask the participating student to return to the Home Institution at the conclusion of the academic term. The dismissal of any participating student shall not affect other participating

students. Individual students shall be responsible for any expenses that may be associated with any such dismissal.

10. Monitoring of Participation. Universidad Nacional de Colombia shall monitor the participation of OKLAHOMA students in the Program and shall notify OKLAHOMA immediately, in the manner specified in Paragraph 31 herein, if a student withdraws from the Program or otherwise fails to make satisfactory academic progress toward completion of course work or when a student is in danger of being dismissed from the Program.

11. Transcripts. At the end of the student's academic program at the Host Institution, and subsequent to receiving payment of any outstanding charges on the student's account, the Host Institution will send the student's official transcript of credits to the Home Institution. The Host Institution may also send official transcripts of credits directly to the student if the student makes a specific request in writing.

12. Exchange Student Responsibilities.

- a. Housing. All costs related to housing and board will be the sole responsibility of each participating student. The Host Institution shall make a reasonable effort to assist students in securing appropriate housing. Both parties agree that if accommodation is arranged at residential environment that is owned by or affiliated with the Host Institution, the cost of this housing to participating students will be at a cost no greater than the cost that is charged to other students attending the Host Institution.
- b. Visa Application. The Host Institution will provide necessary documents to support visa applications for all students accepted into the Program. Each Host Institution will work closely with the Home Institution to facilitate the transfer of documents for the issuance of a visa or other travel documentation to each student, in accordance with current national laws of the Host Institution. It is each individual student's responsibility to obtain, in a timely manner, any visas or other travel documentation that may be required to participate in the Program. All costs related to obtaining visas or other travel documentation are the sole responsibility of each participating student.
- c. Health Insurance. It is each individual student's responsibility to obtain any medical insurance coverage that may be required by the Host Institution. All costs related to obtaining any such medical coverage shall be the sole responsibility of each participating student. Students participating in the Program at OKLAHOMA must enroll in a health insurance plan approved by OKLAHOMA. Insurance must cover the student while the student is participating in the Program.
- d. Other Costs. All other costs associated with participation in the Program (including, but not limited to, costs for travel, books, local transportation and other incidentals) will be the sole responsibility of each participating student.

13. Tuition & Fees. This is a tuition-based exchange agreement. As such there will be no exchange of tuition fees between the institutions except as outlined below.

- a. The Home Institution will require exchange students and all other students participating under the terms of this Agreement to register and pay tuition and other required fees at their Home Institution.
- b. Each Host Institution will provide tuition and partial fee waivers for the exchange students.
- c. The Host Institution will not be responsible for the following costs incurred by exchange students:
 - i. Transportation to and from the Host Institution;
 - ii. Room and board expenses;
 - iii. Textbooks, clothing and personal expenses;
 - iv. Passport and visa costs;
 - v. Specialized administrative student fees not associated with tuition at the Host Institution, including adequate health insurance coverage, which are not included in the standard tuition and fee waiver. Each institution will disclose to the other all non-waived fees for the subsequent Academic Year as soon as these fees are set by the Host Institution and are made public.
 - vi. All other debts incurred during the course of the Program.

14. Good Faith Negotiation. Any matters not stipulated in this Agreement or doubts arising out of or in relation to this Agreement shall be solved through mutual and amicable discussion and negotiation in good faith between the two institutions, to the extent permitted by Oklahoma law.

15. Use of Trademarks & Logos. 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, logo or trademarks ("OU Trademarks") in fund-raising, website or product advertising, or promotional or sales literature without first obtaining the written consent of the other institution. In addition, Universidad Nacional de Colombia may not use the OU Trademarks in any manner that may reasonably result in creating a public misperception that OU endorses, sponsors, and/or is affiliated with Universidad Nacional de Colombia and/or any of Universidad Nacional de Colombia's product(s) and/or service(s). Universidad Nacional de Colombia acknowledges that, as between OU and Universidad Nacional de Colombia all right, title and interest in the OU Trademarks and the goodwill associated therewith hereby belongs and shall at any and all times belong solely and exclusively to OU and that all uses of the OU Trademarks will inure to the benefit of OU for all purposes.

16. Legal Compliance. The parties agree to comply with all applicable laws, ordinances, codes, regulations and institutional policies and procedures in the performance of this Agreement, including the Family Educational Rights and Privacy Act ("FERPA") and its regulations. Each party will be responsible for obtaining all permits, licenses and certificates required in connection with hosting the Program.

- 17. Confidentiality.** Universidad Nacional de Colombia agrees to and shall rigorously protect the confidentiality of any educational information and records identifying or concerning participating OKLAHOMA students.

OKLAHOMA is an entity of the State of Oklahoma, by virtue of which it is subject to the Oklahoma Open Records Act ("ORA"), codified at 51 O.S. § 24.A.1, *et seq.* The parties agree that any provision of this Agreement that conflicts with the ORA is ineffective. OKLAHOMA shall undertake to protect the proprietary information provided by USB Academic Programs the full extent permitted by the ORA.

- 18. Independent Contractors.** The parties agree that the relationship of the parties under this Agreement shall be that of independent contractors. Neither party shall be deemed, nor hold itself out as being, a partner, agent or joint venture with the other party. Neither party shall be liable for acts of the other, nor for the acts of participating students.

- 19. Unlawful Discrimination.** Universidad Nacional de Colombia agrees to comply with all rules, regulations and laws forbidding unlawful discrimination in accordance with applicable law.

- 20. Liability.** Each party shall be responsible for its own negligent acts, errors, omissions and willful misconduct and those of its officers, directors and employees in accordance with applicable law. OKLAHOMA shall be liable in accordance with the Oklahoma Governmental Tort Claims Act, as amended, codified at 51 O.S. § 151 *et al.*

- 21. Assignment.** Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party.

- 22. Termination.** Either party may terminate this Agreement for convenience by giving the other party sixty (60) days prior written notice of termination. If either party breaches a material obligation under this Agreement, and such breach is not cured within thirty (30) days after such party's receipt of written notice of the breach, the party not in default may immediately terminate the Agreement. In the event of termination, all efforts will be made to ensure that any students currently enrolled in the Program will be able to complete the Program.

- 23. No Waiver.** No failure to delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.

- 24. United States Foreign Corrupt Practices Act.** Under United States law, it is illegal for either party to this Agreement to either directly or indirectly offer, provide money, or give anything of value to any governmental official, employee, or candidate for political office for the purpose of influencing an official decision or action, in order to obtain or retain business arrangements, or in order to secure favorable treatment. Accordingly, the parties agree that they will not engage in the activity described in this provision or otherwise violate the United States Foreign Corrupt Practices Act. Should a party do so, the other may terminate this agreement immediately and without notice.

25. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid (in whole or in part), the validity of the remaining Agreement provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not have the particular provision held to be illegal or invalid.
26. **Governing Law.** This Agreement is governed by and shall be construed in all respects in accordance with the laws of the State of Oklahoma without giving force or effect to its choice of law provisions. Both parties agree that any state or federal court in Oklahoma shall have exclusive jurisdiction over any action or proceeding relating to or arising under this Agreement.
27. **Conflict of Provisions.** If there is any conflict between provisions of this Agreement and any other agreement, including any relevant Memoranda of Understanding, the provisions of this Agreement shall control. If there is any conflict between the terms in the numbered paragraphs of this Agreement and the terms in any attached Exhibits, the terms appearing in the numbered paragraphs of this Agreement shall control.
28. **Entire Agreement & Modification.** This Agreement embodies the entire understanding between and among the parties. It supersedes any prior agreement, whether written or oral, and is the final and complete expression of the parties' intent on the matters in this Agreement. Any changes, additions, revisions or modifications shall only be effective if accomplished via a written instrument signed by the parties.
29. **Dual Languages.** If this Agreement is executed in or contains provisions in multiple languages, the English language version or provisions shall be the operative terms of the Agreement. In the event of inconsistency between the English version or provisions and any translation thereof or non-English terms, the English language agreement or provisions shall control.
30. **Legal Authority.** Each party represents that it has the legal authority to enter into this Agreement and that it has taken all actions required by any applicable procedures, bylaws and/or applicable law to exercise authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the party to its terms. The person executing this Agreement on behalf of each party represents that he or she has full authorization to execute this Agreement.
31. **Notice.** Except as provided elsewhere in this Agreement, each party giving or making any notice, request, demand or other official communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing. Notice shall be sent using one of the following methods of delivery: (i) personal delivery, (ii) Registered or Certified Mail (with return receipt requested and postage prepaid), (iii) nationally recognized overnight courier (with all fees prepaid), (iv) facsimile or (v) email; provided, however, if a Notice is sent solely via email, the delivery of the Notice shall not be deemed to take place until a response email acknowledging receipt of the Notice is sent by the party receiving the Notice. A party giving a Notice shall send it to the other party at the addresses listed below (the addresses below are subject to change upon Notice provided to the other party):

OKLAHOMA:

Whitney Franca
Director of Education Abroad
College of International Studies
The University of Oklahoma
729 Elm Ave. Room 144
Norman, OK 73019
USA
Tel: 405.325.1693
Fax: 405.325.7387
Email: wfranca@ou.edu

Universidad Nacional de Colombia :

Catalina Arévalo Ferro
Director of External Affairs
Universidad Nacional de Colombia
Carrera 45 No. 26-85 Edificio Uriel Gutiérrez
Oficina 514
Bogotá CP111321
Tel: +57 1 316 56 50
Email: dirori@unal.edu.co

IN WITNESS WHEREOF, the University of Oklahoma and the Universidad Nacional de Colombia have executed this Agreement as of the date indicated below:

For the Board of Regents of the University
of Oklahoma OBO the University of Oklahoma

FOR Universidad Nacional de Colombia

Suzette R. Grillo, Vice Provost of
International Programs

Date: March 21, 2017

Ignacio Mantilla Prada, Rector

Date: 1 MAR 2017