

STUDENT EXCHANGE AGREEMENT

Between

The United States International University, Nairobi, Kenya

And

The State of New York at Stony Brook

The State of New York at Stony Brook (hereafter Stony Brook University) and the United States International University (hereafter USIU) agree to implement a Student Exchange Agreement in accordance with the principles and guidelines set forth below. The purpose of this agreement is to enhance the educational experiences and the cultural understanding of students and faculty from both institutions as set forth in the Memorandum of Agreement.

A. Student Exchange Criteria

It is agreed that:

1. The purpose of each student exchange will be to enable students to take classes but not to study for a degree at the host institution. Courses passed at the host institution will normally be accepted for credit towards the degree at the student's home institution. It will be the responsibility of each participant in the student exchange program to obtain official approval from his/her own institution for courses taken at the host institution.
2. Within the framework of this exchange, "home university" will mean the institution in which a student is formally enrolled as a degree candidate, and "host university" will mean the institution that has agreed to receive student from the home institution for a period of study on a non-degree basis.
3. Academic year in the context of 2009-2010 means the academic year commencing in September and ending in May of the following year and in the context of USIU means the academic year beginning in August/September and ending in April. This Agreement also covers summer sessions, May to August of each year.
4. Student participants will be screened for eligibility for admission by the home institution. Each university shall respect the admission requirements and enrollment constraints of the host institution. Participants will be subject to the standard rules, regulations, and enrollment constraints of the host university in the selection of courses. The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to spouses and dependents.

5. Students enrolled full-time are the measure of exchange according to the following equivalency: one semester/term student at USIU equals one semester student at Stony Brook University. A maximum number of 3 students each way, per academic year, will initially be exchanged. The maximum number of students for exchange each year may be amended by mutual agreement. The partners agree to maintain an equal balance within any 3 - year period.
6. The appropriate departments and/or offices involved in the exchange at the home university will provide academic advice to ensure that the academic courses taken at the host institution are acceptable to the home institution. The host institution will provide course descriptions and syllabi to aid in course equivalency evaluation.
7. Academic transcript will be available to the student's home university at the conclusion of each semester, not later than four weeks after the last day of final examinations. USIU students will request Stony Brook University transcripts to be sent to their home institution at a nominal fee.

B. Student Responsibilities and Expenses

1. Stony Brook University and USIU will require participating students to register at their home institution and pay tuition and housing to their home institution. Participants will be exempted from paying such fees and tuition at the host institution.
2. The host institution will assist its exchange students, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country.
3. Neither Stony Brook University nor USIU will be responsible for the costs of travel, Health Insurance Cover or other personal expenses, including books. Participants will be required to purchase USIU and Stony Brook University health/medical insurance plans, including the evacuation/repatriation rider, for the time period of their exchange. The parties acknowledge that they will require the participants to pay these costs.

In the event the host institution pays the cost of emergency services to an exchange student, the home institution will reimburse the host institution for such expenditures. The host institution agrees to cooperate, if necessary, with the home institution in obtaining repayment from the student or the student's insurance.

4. Each university will assist arriving students to arrange suitable housing for the period of time that they will be on the host campus.

5. Participants in the exchange will be subjected by the same regulations and performance standards that pertain to other students at the host university.
6. If the exchange student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the course, it will be considered as a completed exchange from the institution concerned. In addition, the host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The host institution will consult with the home institution before finalizing such action. The parties agree that there will be no replacement for students who do not complete an exchange.

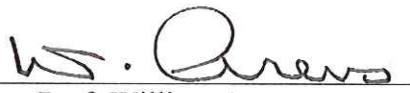
C. Legal Indemnities and Policies

1. The relationship of Stony Brook University and USIU under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Stony Brook University nor USIU shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the exchange.
2. Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, age, marital status, ethnicity, religion, national origin, or handicap.

D. Review, Revision and Termination

This Agreement is subject to review at the end of the first year. It shall be subject to revision or modification by mutual written agreement. The agreement will take effect for a three year period, after which it must be renewed by both parties. Either party may terminate the Agreement by written notice submitted at least ninety days in advance of the next academic semester. Termination would not affect students already engaged in the Agreement. If the Agreement is not renewed by mutual consent, the Agreement will end after activities in progress have concluded.

Prof. Freida Brown
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Stony Brook University
Stony Brook, New York

Date: _____

Date: 28.9.09