



Date: April 7th, 2025

UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION

- and -

STATE UNIVERSITY OF NEW YORK AT STONY BROOK

INTERNATIONAL ACADEMIC EXCHANGE AGREEMENT

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THIS AGREEMENT IS MADE ON

2025

BETWEEN:

1. **UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION** a higher education corporation created by the Education Reform Act 1988 and the Further and Higher Education Act 1992 whose principal place of business is at College Lane, Hatfield, Hertfordshire, AL10 9AB, United Kingdom ("**University**");

and
2. **STATE UNIVERSITY OF NEW YORK AT STONY BROOK** of 100 Nicolls Road, Stony Brook, NY 11794, USA ("**SBU**")

BACKGROUND:

- (A) The University has for many years been offering higher educational services in the United Kingdom, has developed a substantial expertise in this field and is empowered by His Majesty's Government to award higher education qualifications including Bachelor, Master, Doctorate and Higher Doctorate degrees.
- (B) Part of the State University of New York system, SBU has grown tremendously and is now recognized as one of the nation's important centres of learning and scholarship - carrying out the mandate given by the State Board of Regents in 1960 to become a university that would "stand with the finest in the country.
- (C) Each Institution agrees, that where appropriate, it shall encourage its qualified students to enrol at the other Institution in a programme of exchange in accordance with the terms of this International Academic Exchange Agreement ("**Agreement**"). In keeping with their respective institutional mandates, policies and regulations, both Institutions agree to manage the programme of exchange according to this Agreement.

AGREED TERMS:

DEFINITIONS

- 1.1. The following terms and expressions will have the following meanings unless the context otherwise requires:

"**Agreement**" means this International Academic Exchange Agreement;

"**Commencement Date**" means 27 November 2024.

"**End Date**" means 26 November 2029.

"**Exchange Period**" means the duration of the exchange which may vary in length for any Exchange Student from a minimum of one (1) semester (or applicable equivalent) to a maximum of one (1) academic year (consisting of two (2) semesters (or applicable equivalent));

“Exchange Programme” means the institutional academic co-operation exchange programme between the Institutions as set out in this Agreement;

“Exchange Student” means a student enrolled in the Exchange Programme;

“Exchange Programme Manager” means the person at each Institution appointed by that Institution to manage and implement this Agreement;

“Home Institution” means the Institution at which the Exchange Student is enrolled as a full-time student;

“Host Institution” means the Institution that receives the Exchange Student during the Academic Exchange Period; and

“Institution” means either the University or SBU (as the case may be), and **“Institutions”** means both the University and SBU.

EXCHANGE ARRANGEMENTS

The Institutions agree the following, regarding student exchange arrangements:

- 2.1 Each Home Institution is responsible for informing their Exchange Students of the terms of this Agreement as they apply to the Exchange Students.
- 2.2 Each Institution will use all reasonable endeavours to exchange an equal number of students per academic year, with parity intended to be reached over five (5) consecutive academic years. If either Institution is unable to identify students for a simultaneous exchange, the reciprocal exchange should generally begin the next academic year. The maximum number of Exchange Students from each Institution to be exchanged in each academic year shall be determined by the Institutions no later than March of each year. If there is an imbalance in the number of Exchange Students at the end of each semester, then the Institution with the lower number of Exchange Students may use its discretion to accept fewer Exchange Students in the following semester(s) until the balance is restored.
- 2.3 Each Home Institution will invite applications from its students and recommend students to the Host Institution for invitation to the Exchange Programme. The Host Institution must be notified of the recommendation at least three (3) months prior to the intended commencement date of the Exchange Period unless otherwise agreed in writing by the Institutions. The Host Institution Exchange Programme Manager shall make the final selection of students, after taking into consideration qualifications, prerequisites and available space on the selected courses, and shall notify successful candidates via the Home Institution Exchange Programme Manager normally not later than two (2) months prior to the beginning of the Exchange Period. However, for the avoidance of doubt, the decision of the Host Institution Programme Manager shall be final and no Institution shall be compelled to accept any students from the other Institution under the Exchange Programme.
- 2.4 The Host Institution, in consultation with the Home Institution, will assess the language proficiency and other prerequisites required for each course in which the Exchange Student intends to enroll. The Host Institution will ensure that each Exchange Student meets the prerequisites for enrolment and takes only those courses approved by their Home Institution’s academic advisors.

- 2.5 The Home Institution will register and collect tuition fees for their Exchange Students for the Exchange Period. Each Exchange Student will be registered as 'an exchange student/non-degree student' (or similar designation) at the Host Institution for the Exchange Period, and the Host Institution will not charge the Exchange Student any tuition fees for that period. The Home Institution will inform their Exchange Students that they will be subject to the Host Institution's policies and regulations (including those relating to intellectual property) during the Exchange Period and will be required to pay fees for student activities, membership in student societies and related administrative fees at the Host Institution where such additional fees are charged to the Host Institutions' other degree students.
- 2.6 Upon the Exchange Student's successful completion of their Exchange Period, the Host Institution will, subject to its own policies and procedures, issue to the Exchange Student an academic transcript of their results during the Exchange Period. The Exchange Student shall provide a copy of the transcript to the Home Institution, whereupon the Home Institution shall apply those results to the Exchange Student's academic record at the Home Institution, in accordance with the Home Institution's policies and procedures. Where an Institution wishes to receive transcripts directly from the other Institution, it will enter into appropriate data sharing arrangements to permit such sharing of data in compliance with applicable data protection legislation, including (where appropriate) seeking the consent of the relevant Exchange Students.
- 2.7 Participation in the Exchange Programme does not constitute or guarantee admission at a later date as a regular student to the Host Institution nor does it establish residence in the respective jurisdictions of the Institutions.
- 2.8 The Host Institution will (so far as it is legally able to do so) make available to the Exchange Students those student services generally available to all students enrolled on its programmes during the Exchange Period.
- 2.9 The Host Institution will evaluate the academic performance of all Exchange Students using the same criteria used for students enrolled in the same programme of the Host Institution.
- 2.10 Exchange Students' academic and non-academic conduct will be governed by the policies of the Host Institution during the Exchange Period. In the event an Exchange Student is disciplined by the Host Institution, the Host Institution shall require the Exchange Student to inform the Home Institution of the matter in order for the Home Institution to apply such discipline or sanction at the Home Institution as it determines. Discipline may include suspension or termination of an Exchange Student from the Exchange Programme.
- 2.11 In the event there is an academic appeal by the Exchange Student while participating in the Exchange Programme, the academic appeal process of the Host Institution will apply.
- 2.12 The Institutions agree to cooperate with each other in the event that Exchange Students from either Institution are able to access the UK Office of the Independent Adjudicator ("OIA") after completing the internal processes of the relevant Institution, in accordance with the procedures of the OIA.

- 2.13 Prior to departure from the home country, the Home Institution will provide the Exchange Student with a pre-departure briefing. On arrival at the host country, the Host Institution will provide the Exchange Student with an orientation to the host country and the Host Institution.
- 2.14 The Home Institution will ensure that its Exchange Students understand that the Exchange Students are solely responsible for:
- a) obtaining at their own cost passports, visas and other travel documents. (Acceptance by the Host Institution of an Exchange Student onto an Exchange Programme does not guarantee that the Exchange Student will obtain a visa or necessary travel documents to enter the host country);
 - b) meeting all entry requirements of the host country;
 - c) finding and paying for their own accommodation and living expenses. However, the Host Institution will make all reasonable efforts to provide incoming Exchange Students with assistance in finding residential accommodation for the Exchange Period, provided the Host Institution's application procedures are fulfilled;
 - d) travel expenses to and from the host country and within the host country;
 - e) purchasing at their own cost all books, equipment and consumables needed during the Exchange Period;
 - f) obtaining at their own cost any additional insurance policies (including health insurance, medical expenses insurance) or vaccinations if required by the Host Institution; and
 - g) any other incidental expenses.
- 2.15 The Host Institution bears no responsibility for providing funds to an Exchange Student for any purpose.
- 2.16 The Home Institution will confirm with their Exchange Students that the Exchange Students' stay in the host country is determined by the terms of their visas or other travel documents, and that any breach of the conditions of their visa or travel documents could result in the Exchange Students no longer being permitted to stay in the host country to complete the Exchange Period.
- 2.17 The Home Institution will ensure that its Exchange Students understand that neither the Home Institution nor the Host Institution will issue any academic credits to an Exchange Student if an Exchange Student does not successfully complete their studies during the Exchange Period.
- 2.18 Each Institution will bear its own costs in relation to the Exchange Programme unless both Institutions agree otherwise.

GENERAL TERMS OF THE AGREEMENT

3.1 Duration of the Agreement

This Agreement shall come into force on the date of the last signature hereto, shall have effect from the Commencement Date and shall continue in force until the End Date unless or until terminated in accordance with its terms. This Agreement may be extended or renewed for successive additional periods as may be formally agreed in writing between the Institutions.

3.2 Termination of the Agreement

Either Institution may terminate this Agreement at any time for any reason by providing no less than twelve (12) months prior written notice to the other Institution.

3.3 Notwithstanding the termination of this Agreement for any reason, each Institution agrees that it will continue to honour and fulfill its responsibilities to Exchange Students that are enrolled and already studying at each Institution until the completion of the respective Exchange Period.

3.4 Upon termination of this Agreement for any reason:

3.4.1 no new Exchange Students shall be admitted to an Exchange Programme at the Host Institution (where for the avoidance of doubt this clause 3.4.1 shall have no effect on the ability of the Host Institution to offer such programme outside the terms of this Agreement to any student); and

3.4.2 each Institution shall cease to use the name and/or logo of the other Institution.

3.5 Subject as otherwise provided herein and to any rights and obligations which may have accrued prior to termination, neither of the Institutions shall have any further obligation to the other under this Agreement after termination.

3.6 **Assignment**

This Agreement shall not be assignable by either Institution.

3.7 **Exchange Programme Manager**

Each Institution will designate an individual to act as the Exchange Programme Manager, who will liaise with his or her counterpart appointed by the other Institution for the purpose of managing and implementing the Exchange Programme. It is understood that the Exchange Programme Managers will draw on available resources, financial and otherwise, from their respective Institutions to carry out this function.

3.8 **Amendment**

No modification or amendment to this Agreement may be made unless agreed by both Institutions in writing. The Institutions agree that any modification or amendment to this Agreement shall become effective upon a date agreed by the respective Institutions in writing, but shall not affect those Exchange Students participating in the Exchange Programme on the effective date of the said modification or amendment unless otherwise agreed by both Institutions in writing that the said Exchange Students shall be subject to such modification or amendment.

3.9 **Authority to Bind the Home and Host Institution**

Neither Institution shall incur any debt or obligation on behalf of the other Institution except as permitted by written authority of the other Institution.

3.10 **Severability**

If any provision in this Agreement shall be determined to be invalid, void, illegal or unenforceable in whole or in part for any reason whatsoever, it shall be severable from all other provisions and shall not in any way affect or impair the validity of this Agreement.

3.11 Notice

Any notice to be served on either of the Institutions by the other shall be sent by registered (if applicable, air mail) post to the addresses given herein and shall be deemed to have been received by the recipient fourteen (14) calendar days after the date stated on the registered slip. The University does not accept legal service by email or by fax.

State University of New York at Stony Brook University:

Attention: Senior International Officer

Address: 100 Nicolls Road, Stony Brook, NY 11794, USA

University of Hertfordshire:

Attention: Secretary and Registrar

Address: College Lane, Hatfield, Herts AL10 9AB, UK

3.12 Dispute Resolution

Both Institutions will be responsible for undertaking a joint regular review of the Exchange Programme and its operation on a yearly basis, or more frequently as needed. Should a dispute arise in the interpretation or application of the Agreement or the operation of the Exchange Programme, the heads of university administration at both Institutions will consult and negotiate a resolution to the dispute.

3.13 Intellectual Property and use of names and logos

Any intellectual property rights owned by an Institution before the date of this Agreement and during the term of this Agreement will remain the property of that Institution. Nothing contained in this Agreement will affect the absolute ownership rights of any Institution in such Institution's intellectual property rights. For the avoidance of doubt, no licences are granted under this Agreement.

In the event that either Institution wishes to use the name and/or logo of the other Institution for any purposes, including without limitation for the purposes of marketing or recruitment, such Institution shall obtain the written consent of the other Institution in advance of such use.

Neither of the Institutions shall publish any institutional marketing material (excluding student testimonials and related documentation) relating to this Agreement without the prior written consent of the other Institution and each Institution shall undertake that the wording for any such marketing materials shall be agreed jointly between the Institutions prior to its use.

3.14 Non-Discrimination

Each Institution confirms that it shall not unlawfully discriminate directly or indirectly (whether in age, race, gender, religion, nationality, disability, sexual orientation or otherwise) in the provision of its services to Exchange Students under this Agreement.

- 3.15 This Agreement contains the entire agreement between the Institutions with respect to the subject matter hereof, and supersedes all previous discussions, agreements, arrangements and understandings between the Institutions with respect thereof. Each Institution acknowledges that in entering this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 3.16 Each Institution shall bear its own liability for any tax, duties or any other costs chargeable to such Institution in respect of its participation in the arrangements set out under this Agreement.
- 3.17 Each Institution will comply with the applicable data protection legislation in their respective jurisdictions in relation to the processing of Exchange Students' personal data (as defined within that legislation). The only personal data relating to Exchange Students which shall be shared between Institutions shall be the provision by the Home Institution to the Host Institution of the names and email addresses of nominated Exchange Students. Where an Institution wishes to receive additional personal data relating to Exchange Students directly from the other Institution, it will enter into appropriate data sharing arrangements to permit such sharing of data in compliance with applicable data protection legislation, including (where appropriate) seeking the consent of the relevant Exchange Students.
- 3.18 Except as set out in this Agreement, all warranties, conditions, undertakings and other terms implied by statute, common law, custom, trade or usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by either Institution under this Agreement are hereby excluded to the fullest extent permitted by law.
- 3.19 **Anti-Bribery: Anti-Corruption: Anti-Tax Evasion and Counter-Terrorism**
- 3.19.1 SBU must at all times:
- 3.19.1.1 comply with all applicable laws, regulations, codes relating to anti-bribery, anti-corruption and anti-tax evasion, including the Bribery Act 2010 and the Criminal Finances Act 2017
 - 3.19.1.2 comply with the University's anti-bribery and anti-corruption policies as published from time to time (current versions of which are available from <http://sitem.herts.ac.uk/secreg/upr/GV12.htm>);
 - 3.19.1.3 commit to the prevention of any form of tax evasion in any areas of its business, in line with the University's statement regarding the Criminal Finances Act 2017 (available at: <https://www.herts.ac.uk/about-us/legal/criminal-finances-act->

[2017;and](#) promptly report to the University any request or demand for any undue financial or other advantage of any kind received by SBU or by any of SBU's Team in connection with this Agreement.

3.19.2 In this Agreement, "CTSA" means the Counter Terrorism and Security Act 2015 and any subordinate legislation made under that Act from time to time. SBU acknowledges that the University is at the date of the Agreement a Specified Authority under section 26 of the CTSA. At all times during the term of this Agreement, SBU agrees to support the University in fulfilling its duties under the CTSA and shall on request provide the University with all assistance and information as the University may reasonably request to enable it to comply with its obligations under the CTSA.

3.20 Anti-Slavery and Anti-Human Trafficking

3.20.1 SBU acknowledges and agrees that the University must satisfy the requirements of the Modern Slavery Act 2015 (and any subordinate legislation made under that Act from time to time) to ensure that it stops or prevents actual or potential slavery and human trafficking ("slavery and human trafficking" has the meaning defined under section 54 of the Modern Slavery Act) within its own operations and through its supply chains. To support the University's legal obligation, SBU shall:

3.20.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chains:

3.20.1.2 implement appropriate due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its and/or their supply chains;

3.20.1.3 ensure that it and each of its suppliers and subcontractors shall comply with the University's policies and regulations in relation to slavery and human trafficking (for further information regarding the relevant University policies, see:

http://www.herts.ac.uk/data/assets/pdf_file/0005/158333/modern-slavery-statement.pdf);

3.20.1.4 respond promptly to all slavery and human trafficking due diligence questionnaires issued by the University from time to time and ensure that its responses to such questionnaires are complete and accurate;

3.20.1.5 notify the University as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement; and

3.20.1.6 if any breach by SBU (or by anyone employed by it or acting on its behalf) or any part of this clause 3.20 is suspected or known, immediately notify the University and respond promptly to the University's enquiries and co-operate with any investigation.

- 3.20.2 In complying with clauses 3.20.1.1 to 3.20.1.6 above, SBU shall take appropriate account of any guidance or codes of practice issued by the relevant UK government department concerning the Modern Slavery Act 2015.
- 3.20.3 The University may terminate this Agreement by written notice with immediate effect if SBU or any member of the supply chain for SBU which has a connection with this Agreement (and in all cases whether or not acting with SBU's knowledge) breaches clause 3.20.
- 3.21 SBU acknowledges that the University is subject to the requirements of the UK Freedom of Information Act 2000 and agrees to provide all necessary assistance as may be reasonably requested by the University to enable the University to comply with its obligations under that Act.
- 3.22 Nothing contained in this Agreement shall be construed to imply a legal partnership, or employer and employee, or principal and agent relationship between either of the Institutions. No Institution shall have any right, power or authority to create any obligation express or implied on behalf of the other Institution.
- 3.23 The failure of either Institution at any time to enforce any of the provisions of this Agreement or exercise any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 3.24 This Agreement may be entered into by the Institutions on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.
- 3.25 Transmission of an executed counterpart of this Agreement (including transmission of the page of the Agreement containing an execution clause signed by a Party) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
- 3.26 Each Party agrees to sign and execute this Agreement by manuscript or electronic signature (whatever form the electronic signature takes) and that both methods of signature are conclusive of the Party's intention to be bound by this Agreement.
- 3.27 No person who is not party to this Agreement shall have any right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SIGNED BY

An authorised signatory for and on behalf of
**UNIVERSITY OF HERTFORDSHIRE
HIGHER EDUCATION CORPORATION**

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Sharon Harrison-Barker

Name: Sharon Harrison-Barker

Position: Secretary and Registrar

Dated: Apr 2, 2025
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SIGNED BY

An authorised signatory for and on behalf of
STATE UNIVERSITY OF NEW YORK AT STONY BROOK

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Name: *Lindsi Walker Lindsi Walker*
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Position: *Senior Associate Provost, Global Affairs*
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Dated: *4/7/2025*
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