

MEMORANDUM ON FACULTY AND STUDENT EXCHANGE

between

L'UNIVERSITÉ DE POITIERS

Poitiers, France

and

UNIVERSITY OF LOUISIANA

Lafayette, Louisiana USA.

The purpose of this agreement is to promote international understanding and scholarly collaboration between l'Université de Poitiers (hereafter UP) and University of Louisiana at Lafayette (hereafter ULL).

Article 1: Framework for Faculty Exchange

1.1. Faculty members from each University may apply to spend an academic term (semester or year) at the sister institution, serving as a visiting professor or research scholar, as appropriate.

(i) In an even exchange, those going to the host campus as visiting professors shall undertake the normal duties of full-time faculty members and shall receive remuneration from the home university on the same basis and at the same scale level as if they had remained at their home university. They shall be given the same credit towards sabbatical, promotion, an retirement arrangements as they would have received had they remained at their home university.

(ii) Those going to the host campus as research scholars, visiting lecturers, or consultants shall not necessarily require reciprocal exchange. The research scholar shall be affiliated with a specific department at the host institution and shall be assigned a faculty liaison by the host campus. In addition to conducting their research, they shall provide occasional assistance to the host campus sponsoring department, such as delivering an occasional lecture or collaborating on a special project. These occasional services shall be provided in exchange for the research scholar's access to campus resources. It is understood that research scholars should carry sufficient health care insurance while al the host institution to cover them for any medical emergency that might arise. Visiting lecturers or consultants outside a literal one-to-one exchange will be paid by the host institution an amount to be agreed upon prior to departure from the home campus of the faculty members invited.

1.2. The exchange of faculty members as visiting professors shall be subject to the instructional and staffing requirements of each university. The approval of exchange faculty at the host University, the assignment of teaching responsibilities or research affiliation, and all other features of an academic appointment or affiliation shall require the consent of the appropriate administrative officers in each university. Each university reserves the right to decline to enter into a particular exchange of faculty members.

1.3. The nomination of faculty members for the exchange shall be made as early as possible in the calendar year preceding the year of the exchange. Each nomination shall be accompanied by a curriculum vitae as well as by a statement indicating the areas of the discipline in which a faculty member feels competent to instruct or in which a faculty member wishes to conduct research, as the case may be.

1.4. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host University.

The host university shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.

Article 2: Accommodation and Health Insurance

2.1. The provision of accommodation for faculty members on exchange will remain the responsibility of the faculty members exchanged, but the host academic department agrees to use its best efforts to secure suitable housing for the exchange visitor. Travel expenses, including round trip transportation to and from the host institution, shall be the responsibility of the faculty members exchanged unless otherwise specified in individual cases.

2.2. Each faculty exchange participant must submit proof of medical insurance coverage during the exchange period. It is understood that the host university accepts no responsibility or liability for providing health care services or health care insurance for visiting scholars.

2.3. The obligations, of UP and ULL under this agreement are limited to exchange faculty only and do not extend to spouses or dependents. Expenses of accompanying spouses or dependents are the responsibility of the faculty member.

Article 3: Framework for Student Exchange

3.1. Each university will send exchange students to the host University for one or two semesters. At least one student will be exchanged from each institution each year if possible or two students for one semester (two students for one semester will be considered equivalent to one student for the academic year). The actual number of students may vary, depending upon special circumstances arising in a certain year. The exact number of students exchanged each year will be agreed upon by both institutions. In the case of an unequal number of students under a reciprocal exchange in a given year, the universities agree to rectify the imbalance within four semesters.

3.2. Each university will publicize the exchange opportunities and nominate qualified students.

3.3. In the exchange of students, neither university will be expected to take any action which would be contrary to its established policies, regulations and practices.

Article 4: Fees and Tuition

Students participating in this exchange must adhere to the following fee payment agreement:

4.1. ULL will provide funds for all standard charges (Resident Tuition and Required Fees including the admission fee, technology fee, academic excellence fee, registration fee, student service health fee, other allocated fees, recommended fees and utility surcharge) as published in the current ULL catalog, using funds left on deposit by the outbound ULL students in this exchange. This does not include room and board. Further, UP exchange students must pay for any special course or other fees not included in the above referenced fees, and ULL will provide exemptions for the Non-resident Fee under the authority of the ULL Board of Supervisors' resolution, as appropriate. UP's exchange students will pay all costs, other than those specifically provided for above, incurred by the UP students at ULL, including charges for meal plans, housing, and lab fees, books, and travel.

4.2. UP will provide ULL exchange students exemptions for all standard charges of resident tuition and fees. However, ULL exchange students must pay for any special course or other fees not included in the standard fees. This in particular includes courses taken at the French as a Foreign Language (FLE) Department in Poitiers. ULL exchange students will pay all costs,

other than tuition, incurred by the ULL students at UP, including charges for meal plans, housing, lab fees, books, and travel.

Article 5: Academic Record / Credit Transfer

5.1. ULL agrees to: a) enroll the accepted UP students in course work as non-matriculating students; b) provide academic counseling c) at the end of the UP students' period of study abroad, supply official written records reporting the UP students' academic work completed. UP agrees to grant its students credits for pre-approved courses successfully completed through ULL.

5.2. UP agrees to: a) enroll the accepted ULL students in course work as non-matriculating students; b) provide academic counseling; and c) at the end of the ULL students' period of study abroad, supply official written records reporting the ULL students' academic work completed. ULL agrees to grant ULL students credit for approved courses successfully completed through UP, on the same basis as if ULL provided the portion of study with UP, upon the completion of the ULL students' period of study abroad.

5.3. ULL further agrees to concurrently enroll the ULL students during the contracted part of the educational program abroad. ULL will disburse all applicable student financial aid, including federal, to eligible ULL students, and UP will not disburse any form of United States HEA Title IV federal financial aid to participating ULL students.

Article 6: Academic and Disciplinary Regulations

6.1. While attending the host university, each exchange student will enjoy the same academic rights and privileges enjoyed by all students enrolled at the host university.

6.2. While attending the host university, students participating in the program will be subject to the rules, regulations and disciplinary procedures of the host university.

Article 7: Commitments

7.1. ULL agrees to:

(i) accept students selected and nominated by UP who meet the ULL admission requirements for international students

(<http://internationalaffairs.louisiana.edu/prospective-students/undergraduate-admissions>);

(ii) require all ULL students to purchase, at their own expense, medical insurance which conforms to the requirements established by UP for other international students; (Article 8)

(iii) assist UP's students, as far as it is reasonably possible and prior to their arrival, in locating rooms in student residence halls for the period of the UP students' study abroad at ULL. UP's students will pay their own housing and living costs at ULL;

(iv) provide special advising, as far reasonably possible, to assist UP's students in meeting their academic needs;

(v) provide the appropriate department at UF with torrent catalogs and/or websites on course offerings and other information about ULL. It will be ULL's responsibility to provide UP with transcripts of classes taken, as well as credits and grades earned by the UP students;

(vi) provide UP with the criteria for required health insurance, every year. (Article 8); and

(vii) provide UP students with information to apply for student visas; however, it is the individual student who is burdened with the ultimate responsibility of procuring said visa.

7.2. UP agrees to:

- (i) accept students selected and nominated by ULL Who meet UP's admission requirements for international students;
- (ii) require all UP students to purchase, at their own expense, medical insurance which conforms to the requirements of UP. (Article 8)
- (iii) assist ULL students, as far as it is reasonably possible and prior to their arrival, in locating rooms in residence halls or apartments for the period of the ULL students' study abroad at UP. ULL students will pay their own housing and living costs at UP;
- (iv) provide special advising, as far as it is reasonably possible, to assist ULL's students in meeting their academic needs;
- (v) provide the appropriate department at ULL with current catalogs and/or websites on course offerings and other information about UF. It will be UP's responsibility to provide ULL with transcripts of classes taken, as well as credits and grades earned by the ULL students; and
- (vi) provide ULL students with information to apply for student visas; however, it is the individual student who is burdened with the ultimate responsibility of procuring said visa.

Article 8: Mandatory Health Insurance Requirements for Exchange Students at ULL

8.1. All non-immigrant international students are required to have adequate health insurance with medical benefits that meet or exceed United States Department of State (USDS) and ULL requirements.

8.2. These criteria vary with the type of visa. F-1 (student visa), J-1 (sponsored student visa) and J-2 (dependent(s) of the J-1 student) See <http://internationalaffairs.louisiana.edu/j-visa-exchange-visitor-visa> for details.

8.3. Insurance policies are permitted that include provisions for co-insurance under the terms of which an exchange visitor is required to pay a maximum of twenty-five (25%) percent of the covered benefits per accident or illness.

8.4 At UP, all foreign students are required to subscribe to Student Social Security in accordance with French legislation.

Article 9: Program Coordination

The administrative responsibility for the exchange program shall be placed upon:

The Office of International Affairs at ULL (620 McKinley Street, Student Union Room 136, University of Louisiana at Lafayette, P.O. Box 43932, Lafayette, LA 70504, email: oia@louisiana.edu)

Service Des Relations Internationales at UP (15 rue de l'Hôtel Dieu TSA 71117 86073 Poitiers cedex 9, email : accueil.international@univ-poitiers.fr)

Article 10: Financial

This agreement does not create a financial obligation between the parties; therefore, no money shall be exchanged between the parties. Both parties undertake to make their best efforts to obtain the necessary financial assistance from institutions providing support for such cooperative programs.

Article 11: Other Provisions

11.1. Special efforts will be undertaken to arrange cooperative ventures beyond the direct exchange of staff, including educational research projects, exchange of teaching resources, and cooperative curriculum development efforts.

11.2. The designated representatives at each institution will develop a plan for special activities that are undertaken.

11.3. UP and ULL agree to exchange publications, scholarly materials, and official publications, as appropriate.

11.4. To the extent allowed by law, each party hereto agrees to indemnify, defend, and to hold the other, its officers, directors, agents, servants and employees, harmless from and against any and all damages, losses, liabilities, demands, suits, judgments and claims, including reasonable attorneys' fees (the "Claims"), to the extent that the Claims arise out of or result from the willful act, fault, omission, or negligence of the indemnifying party, its employees, servants, or agents, while performing work pursuant to or in furtherance of this agreement. Furthermore, neither party hereto shall be liable to the other for any incidental, consequential or punitive damages.

11.5. Other international cooperative projects between UP and ULL, such as conferences and joint research projects, may be developed when a mutual interest is expressed. Details of the costs of such projects will be worked out, on an individual basis, well in advance of the proposed activity and shall be agreed to in a sub-agreement signed by both institutions.

11.6. Should any intellectual property emerge involving faculty, the parties agree to enter into a separate mutually acceptable inter-institutional Agreement in good faith, concerning intellectual property ownership, Management, commercialization, and sharing of income and expenses.

11.7. It is contemplated that, the parties will enter into separate suitable Confidentiality Agreement or Chemical / Biological Material Transfer Agreement, or Prototype Transfer Agreement, as appropriate, concerning transfer of any information and / or material that the providing party considers confidential and proprietary.

11.8. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this agreement. No amendment, consent, or waiver of terms of the agreement shall bind either party unless it is in writing and signed by all parties.

11.9. The rights and obligations arising under this agreement are personal to each party, and said rights and obligations may not be encumbered, transferred or assigned in any manner.

11.10 Each of the undersigned signatories hereby certifies that he/she has the authority to bind his / her respective institution to this agreement.

Article 12 : Effective Date and Duration

This agreement shall be effective upon approval of all institutions involved. It shall continue in force for a five-year period and may be revised by mutual agreement. It may be terminated by either party upon giving nine months written notice to the other party. Exchange faculty and students already staying at either university under this memorandum will be permitted to complete their studies, teaching and/or research under their original conditions.

Date : 30/05/2015

Date :

L'UNIVERSITÉ DE POITIERS

UNIVERSITY OF LOUISIANA,
LAFAYETTE



Yves JEAN
President

Pour le président de l'université
de Poitiers et par délégation
le Vice-Présidente
Licia Bagini

Dr. E. Joseph Savoie
President