



EXCHANGE AGREEMENT

WHEREAS, Upper Iowa University, Fayette, Iowa ("UIU") and Escuela Politécnica Nacional, Quito, Ecuador, ("EPN") each desire to promote international education within their respective student bodies; and

WHEREAS, UIU and EPN (the "Institutions") desire to enter into an academic exchange agreement (the "Agreement") whereby the two institutions will exchange students as part of a student exchange program (the "Exchange Program");

THEREFORE, the Institutions agree as follows:

I. Exchange Program Principles

- a. Each Institution shall designate at least one institutional representative to advise incoming and outgoing students participating in this Exchange Program ("Exchange Students").
- b. The Institutions shall exchange students on a one-to-one basis, insofar as possible. The number of students will not necessarily balance on a year-to-year basis but should approximately equal over a three year period, taking into account whether each student participated in the Exchange Program for a semester or for a year. Any exceptions to this principle shall be agreed to in writing by both institutions, along with any additional terms required to accommodate the exception.
- c. All Exchange Students shall remain registered as full-time students at their home institutions throughout their participation in the Exchange Program. Exchange Students shall be considered as non-degree/visiting students at their host institutions.
- d. Participation in the Exchange Program does not guarantee admission to a degree-seeking program at the host institution, nor does it act as an application to a degree-seeking program at the host institution.
- e. Student exchanges shall be for one semester or for one academic year.

II. Application Process

- a. The specific application procedures and deadlines shall be developed and administered by each Institution for its own students, within the parameters set by this Agreement.

- b. Specific admission criteria for Exchange Students shall be posted on the home and host university websites, or communicated via e-mail to the appropriate exchange/study abroad coordinator.
- c. Nomination of potential candidates by the home institution to the host institution shall be done as early as possible, and when possible, prior to completing the application process.
- d. Exchange students shall be nominated by the home institution based on the following criteria:
 - i. Quality of academic record
 - ii. Appropriate degree of fluency in the language of instruction at the host institution (Exchange Students coming to UIU must be fluent in English)
 - iii. Good health
 - iv. Upper division standing
 - v. Relevant and appropriate curricula interests
 - vi. Approval of the appropriate academic units
 - vii. No significant student conduct/disciplinary violations
 - viii. Other criteria that the home or host institution may wish to impose, and which are agreed to by mutual consent
- e. The host institution retains the right to reject any Exchange Student applications put forward by the home institution for any reason, including but not limited to academic issues, disciplinary issues, or limitations on space.

III. Registration & Fees

- a. Exchange Students shall pay their tuition and fees to their home institution, and shall not be charged for tuition and fees at the host institution. Exchange Students are responsible for all other expenses and fees associated with their attendance at the host institution.
- b. Course registration procedures at the host institution shall be communicated to the home institution and the Exchange Students as soon as reasonably possible, once they become available.
- c. An official transcript shall be sent by the host institution to the student at the home institution's address within 60 days of the Exchange Student's completion of the Exchange Program.
- d. Exchange Students shall be accorded the same rights and privileges as that of students enrolled at the host institution, except that Exchange Students shall not be permitted to matriculate for academic degree programs.

IV. Student Obligations

- a. Exchange Students are required to follow the application procedures designated by their home institution.
- b. Exchange Students shall be responsible for their own financial support during the Exchange Program, including the costs associated with travel, accommodations, visas, books, food, health insurance, laboratory or other fees, living expenses, transportation and other incidental expenses. UIU does not offer scholarships to Exchange Students.
- c. The host institution will provide reasonable assistance to Exchange Students to secure on- or off-campus living accommodations. All expenses associated with securing living accommodations

(e.g., application fees, security deposits, rent, etc.) shall remain the sole responsibility of the Exchange Student. On-campus accommodations may be subject to availability or other restrictions.

- d. Exchange Students may need to provide proof of financial support in order to secure a student visa.
- e. Exchange students are required to be covered by health insurance valid in accordance with host country regulations and/or university policies. Exchange Students coming to UIU shall be required to purchase UIU Health Insurance, and UIU students who will be Exchange Students at EPN shall be required to enroll in UIU's International Health Insurance plan. Each policy must be in effect for the duration of the Exchange Student's stay at his/her host institution. The insurance policies required by UIU may be in addition to any requirements of EPN or EPN's country.
- f. All Exchange Students shall be required to execute certain forms before participating in the Exchange Program, including but not limited to a liability waiver, medical forms and a FERPA release.
- g. All Exchange Students must abide by the policies, guidelines and procedures of the UIU *Student Handbook* while participating in this Exchange Program. In addition, Exchange Students must abide by any other applicable policies of either institution.
- h. An Exchange Student's participation in the Exchange Program may be terminated by either institution if the student fails to follow the proper application procedures, is not making acceptable academic progress, is not fulfilling the requirements of the Exchange Program, or has violated any applicable policies of either Institution.
- i. It is the responsibility of the home institution to effectively communicate all student obligations to the Exchange Students in advance of their participation in the Exchange Program.

V. Communication and Notice

- a. To ensure continuity and clarity of communications, each Institution shall designate a representative below for purposes of communicating with respect to any matter arising under this Agreement. This contact information shall also be used for any notice required to be given under this Agreement. This representative or his/her contact information may be updated from time to time with written notice from the Institution.

For UIU:

Name: Nadia Korobova, PhD
Position: Executive Director for International Education
Phone: +1 (563) 425-5864
Email: korobovan57@uiu.edu

For EPN:

Name: Herb Terry
Position: Coordinator of International Programs and Services
Phone: +593 2 297 6300 ext. 1016
Email: herb.terry@epn.edu.ec



VI. Other Terms of this Agreement

- a. This Agreement will continue until and unless either Institution provides written notice of its intent to terminate this Agreement.
- b. Either Institution may terminate this Agreement for any reason by giving the other Institution at least a six month written notification of its intent to terminate this Agreement. Notwithstanding the foregoing, in the event of a breach of this Agreement by one Institution, the other Institution may terminate this Agreement by giving the breaching Institution at least thirty days written notification of its intent to terminate this Agreement. Notice of termination under this paragraph shall not impact the experience of Exchange Students already participating in the Exchange Program at their host institution.
- c. The Institutions agree that neither will use the other's name or marks for any purpose other than performing this Agreement.
- d. EPN understands that information regarding students, whether received from the student, from UIU, or from another source ("Student Information"), may be subject to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g), and must be kept confidential. EPN agrees to use Student Information only for the purposes of performing this Agreement, and EPN understands and agrees that EPN must obtain the student's written consent before making Student Information available to any third party or using student information for any other purpose.
- e. Neither Institution shall assign this Agreement nor allow any other person, group or entity to use the benefits granted to it under this Agreement without the prior written consent of the other Institution.
- f. This Agreement shall be interpreted, enforced and governed by the laws of the State of Iowa in the United States. UIU and EPN each agree that any action relating in any manner to this Agreement must be pursued in federal or state court located in Fayette County, Iowa, United States, and UIU and EPN each specifically consent and submit to the jurisdiction of such courts.
- g. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable.
- h. This Agreement constitutes the entire agreement of UIU and EPN and there are no other promises, obligations or understandings between the Institutions that are not contained within this Agreement, unless otherwise indicated herein. The terms of this Agreement may not be modified other than in writing signed by both Institutions.
- i. If this agreement is translated into a language other than English, the document in English shall be the official, binding version.



VII. Other Forms of Cooperation

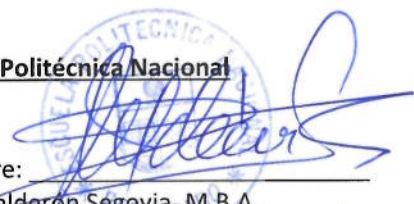
- a. Both institutions agree to seek out and pursue opportunities other than student exchanges (such as faculty exchanges) which will enable them to assist each other in their efforts to enhance the education of their students, to increase the research accomplishments and broaden the knowledge base of their faculties, and to promote mutual understanding and enlightenment of the people of their respective countries.

In witness whereof, by their signatures, the Institutions have executed this Agreement on the last date listed below.

Upper Iowa University

Signature: 
Ismael J. Betancourt, E.M.I.B.
Vice President for International Education
Upper Iowa University
Date: 13 November 2014

Escuela Politécnica Nacional

Signature: 
Jaime Calderon Segovia, M.B.A.
University Rector
Escuela Politécnica Nacional
Date: 29 OCT. 2014



