

Music Study, Mobility, and Accountability Project

4 Examples of Transatlantic Bilateral Agreements

STUDENT EXCHANGE PROGRAMME

between

[INSTITUTION]

and

XXXX

The two institutions hereby agree as follows:

PURPOSE AND DEFINITIONS

1. The purpose of this agreement is to make possible and to institute the exchange of undergraduate and/or postgraduate students between the two music schools at mutually convenient times. These exchanges will, in the main, be for periods of one or two semesters.

In this agreement, unless the context otherwise implies, home institution shall mean the institution at which the students intend to graduate; host institution shall mean the institution which has agreed to receive the exchange student(s) from the home institution. The [INSTITUTION] shall mean [INSTITUTION] and XXXXX shall mean the XXXXX.

NUMBERS/RECIPROCITY

2. The [INSTITUTION] and XXXXX will seek to exchange one student (or a maximum of two) on a reciprocal basis, annually. In the event of either side being unable to identify a student for exchange within reasonable time (By May 1st at the very latest) it is agreed that :
 - a. no exchange will be attempted, or
 - b. discussions may take place with regard to the possibility of a staggered exchange if there are good reasons to encourage this.
(In this context 'staggered' signifies an exchange which will not take place concurrently)..

SELECTION OF PARTICIPANTS

3. The home institution will screen applicants for the exchange. Each institution will send to the other official application forms for the students nominated. The host institution will reserve the right to make final judgements on the admissibility of

each student nominated via a submitted tape recording or where possible, as the result of a live audition. Either institution reserves the right to allocate students to a professor's class of the institution's choice. However, both institutions will look sympathetically upon any requests for a particular teacher. The following guidelines apply to all exchange students:

- a. The students may apply to an undergraduate or postgraduate programme offered at the host institution. Academic credits earned at the host institution may normally be transferred back to the home institution although details of the course content affecting the student should be agreed between the two institutions from the outset. Students chosen for an exchange must provide the host institution with an up to date transcript and undertake any other necessary tests as advised in advance.
- b. The exchange student must complete at least one year of continuous study at the home institution before the exchange year.
- c. Upon completion of the one or two semester study tour at the host institution, the participating students must return to the home institution without fail. Any extension of stay must be approved by both co-operating institutions.
- d. The exchange students must abide by all the rules and regulations of the host institutions.
- e. Students will be ineligible to be awarded any diplomas offered by the receiving institution as part of their year/semester out.

RESPONSIBILITIES OF XXXXX

4. XXXXX will agree to accept the prescribed number of students, to enrol them as full-time **visiting** students for one or both of the two semesters of the academic year and to provide them with tuition fee waivers in a manner to be agreed in writing before the exchange takes place. However, students will be required to meet any necessary Student Union/Association Fees and Health insurance costs. XXXXX will provide the appropriate counselling and other assistance to the [INSTITUTION] students. XXXXX will assist students in finding housing for [INSTITUTION] students in Residence Hall and can advise on other accommodation in rented apartments or private homes. Housing applications must be provided at least two months before the commencement of the semester. At the end of the academic year, or semester, XXXXX will ensure that students apply for a transcript in the proper way according to US federal law. XXXXX will inform the [INSTITUTION] in good time of any legal documentation that needs to be processed.

RESPONSIBILITIES OF THE [INSTITUTION]

- 5. The [INSTITUTION] will enrol the agreed number of student(s) on a full-time exchange basis for one or both of the Autumn and Spring semesters of the academic year and provide them with tuition fee waivers. However, students will be required to meet necessary Student Union/Association Fees. The [INSTITUTION] can assist students in finding housing in dormitories, apartments of private homes through its Estates Department. The [INSTITUTION] will provide the appropriate counselling and other assistance to the student(s), and at the end of the academic programme will provide official transcripts of credits.

FINANCE AND SERVICES

- 6. All exchange students must register and pay other required fees at the home institution. Each host institution will provide tuition fee waivers for the exchange students. Participating students will be responsible for the following :
 - a. Room and board expenses.
 - b. Transportation to and from the host institution.
 - c. Medical insurance and/or medical expenses.
 - d. Textbooks, clothing and personal expenses.
 - e. Passport and visa costs.
 - f. All other debts incurred during the course of the year.

RENEWAL, TERMINATION AND AMENDMENT

- 7. This agreement shall remain in force for a period agreed in advance (normally three years) provided reciprocal arrangements may always be made. The agreement may be terminated by either party in writing no later than the end of March in any year. The Agreement may be extended by mutual consent of the two parties.

IN WITNESS THEREOF, the parties have offered their signatures:

.....
Principal, [INSTITUTION]

.....
President, XXXXXXX

Date:

Date:

**Memorandum of Agreement
For a Student Exchange Program
Between
[INSTITUTION1]
And
[INSTITUTION2]**

[INSTITUTION 1] in [CITY, COUNTRY] (hereafter referred to as X) and [INSTITUTION2] in [CITY, COUNTRY] (hereafter referred to as XX) wishing to establish a student exchange program, agree to the following:

Purpose: The goal of this program is to promote cooperation in intellectual, scientific and artistic activities, as well as fostering intercultural projects and exchanges between X and XX.

Numbers: The number of students participating in the exchange shall be determined by mutual agreement between X and XX before April 1 preceding each academic year of this agreement. The number of exchange students can vary each year, however, the number of outgoing and the number of incoming students has to be equal for each exchange period. If, for example XX selects 3 students to do an exchange at X for a semester, this can only be arranged if X has 3 students to send to XX for the same semester. It is preferred that each exchange takes place between students with the same main instrument, unless otherwise agreed upon by the heads of department.

X and XX will review the program annually for any imbalances in the number of exchange students and will adjust the number of students exchanged the following year, as necessary, to maintain a reasonable balance in the exchange. The exchange will begin with the 2003-2004 academic year.

Selection of Participants: The home institution will screen applicants for the exchange. By April 1 (for Fall) or November 1 (for Spring) each year, each institution will send the other the names of program participants selected for as many exchange students permissible in that semester. Criteria for admissibility of each student will be determined by the home institution but will adhere to the following guidelines:

- The exchange students must satisfy the language proficiency requirement for entrance by the host institution or enrol in appropriate language instruction prior to the beginning of their academic program and/or while studying at the host institution, as determined by the host institution.
- The exchange student may apply to any Jazz Music program offered at the host institution as a full time, unclassified non-degree undergraduate student at a level determined by the host institution. The host institution reserves the right to exclude students from restricted enrolment programs.

- The exchange student must have completed at least one year of continuous study at the home institution before the exchange year.

Upon completion of the one-year study tour at the host institution, the exchange students must return to the home institution. Both cooperating institutions must approve any extension of stay. If, with written permission of the home institution, an exchange student wants to apply for degree status in the future, the student must reapply to the host institution by submitting all required application forms, documents and processing fees prior to the established campus deadlines.

Host Institution Responsibilities: Each institution agrees to the following responsibilities.

- Each host institution will assist to the best of their abilities and in good faith in finding housing for the exchange students. However, each student is responsible for his or her own accommodation and will pay for housing and board.
- Exchange students will receive academic credit at their home institution, after the home institution receives an official transcript from the host institution. The host institution agrees to provide these official transcripts as soon as possible, but in no case longer than 4 weeks after the student makes the request upon completion of their courses. X asks that the transcript be translated into English. An explanation of the grading system will accompany the transcripts. All academic work completed satisfactorily by exchange students at the host institution will count toward graduation at the home institution in accordance with procedures determined by the latter.
- The host institution will provide the necessary documentation to obtaining the appropriate visa.

Student Guidelines: The following guidelines apply to all exchange participants.

- Exchange students are expected to meet all academic standards of the host institution.
- Failure to abide by the norms and standards of conduct of the host institution or the host community and host country (state and federal) laws and regulations will result in the immediate termination of the student's enrollment and notification to appropriate authorities.

Student Financial Responsibilities: Students are responsible for the following monetary commitments.

- Each student will pay tuition at their home institution and will not be charged tuition at the host institution.

- Each student is responsible for all costs not specifically detailed in this agreement such as host institution laboratory, technology, health services and student activity fees, as well as books, clothing, transportation and personal expenses.
- Each student is responsible for finding and paying for his or her own accommodation and board. It is preferred that each outgoing student, if possible, will leave his/her accommodation for an incoming student. Whether or not extra costs are involved for either of the students, has to be agreed upon between themselves.
- Each student will provide proof of medical insurance/medical evacuation/ repatriation coverage in accordance with the host institution's regulations or will be required to purchase the medical insurance coverage provided through the host institution.
- Each student is responsible for paying for round trip airfare from his/her home institution.

This agreement shall remain in force for a period of four (4) years from the date of the last signature, with the understanding that it may be terminated by either party giving notice to the other party in writing by the Rector or President of one of the participating institutions no later than January 31 in any year. The agreement may be extended by mutual consent of the two parties.

This document represents a general collaboration between X and XX and may be subject to supplemental agreements as deemed necessary by mutual agreement between both institutions. Such amendments, once approved by both institutions, will become part of this memorandum of agreement

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE OFFERED THEIR

SIGNATURES:

For [INSTITUTION1]
[CITY, COUNTRY]

For [INSTITUTION2]
[CITY, COUNTRY]

[NAME], Director

[NAME], Director

Date

Date

DRAFT

Student Exchange Agreement

between

[INSTITUTION 2]

and

[INSTITUTION1]

[INSTITUTION2] and [INSTITUTION1] conclude this Agreement to promote exchange between the two institutions based upon the General Memorandum for Academic Co-operation and Exchange between [INSTITUTION2] and [INSTITUTION1].

1 Duration of Stay

Duration of stay of exchange students at the host institutions shall be for up to one academic year.

2. Numbers of Exchange Students

Each institution may send and accept under this programme not more than () students each year.

3. Status of exchange students

Each institution shall accept exchange students to the host institutions as a non-regular student who does not aim at obtaining a degree in the host institutions.

4. Acceptance procedures

The students participating in the exchange programme under the terms of this agreement shall be selected initially by the home institutions, and the host institutions shall make final admission decisions in each case.

5. Study Programme

Each student shall determine the study programme at the host institutions in consultation with academic advisors of both home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed.

6. Academic Record and Accreditation

The host institution shall evaluate the academic performance of each student according to its rules and shall send to the home institution the academic record/transcript of each exchange student. The home institution may give credit to each student according to its regulations.

7. Tuition and other fees

Exchange students shall not pay examination fee, matriculation and tuition fee to their host institution.

8. Financial Responsibility

Exchange students shall take out comprehensive health insurance which is valid in the host institutions and shall be responsible for their own expenses including travel expenses, accommodation costs and health care fees.

9. Commencement and Duration of the Agreement

This agreement shall enter into force on the date of its signing by the presidents of both institutions and shall be in force for five years.

Either institution may, by giving six months' written notice to the other institution, terminate the Agreement. In the absence of such an early termination, the renewal of this Agreement shall be discussed by the two institutions no less than six months prior to the natural termination of the current Agreement.

The terms of this Agreement may be revised or modified at any time through joined review and recommendation by both institutions.

Date

Date

(Signed)

(Signed)

President

President

[INSTITUTION2]

[INSTITUTION1]

GENERAL MEMORANDUM FOR
ACADEMIC COOPERATION AND EXCHANGE BETWEEN

[INSTITUTION1]

AND

[INSTITUTION2]

(A DRAFT)

The presidents of [INSTITUTION1] and [INSTITUTION2] hereby propose to foster academic exchange and co-operation between the two universities.

1. The two universities will encourage the following activities in particular:

- (1) Exchange of scientific materials, publications and information
- (2) Exchange of professors and research scholars
- (3) Exchange of students
- (4) Joint research and meetings for research

2. These activities are to be carried out after mutual consultation between the two universities or the divisions concerned thereof.

3. Amendment or termination of this general memorandum is to be effected upon deliberation by the two universities.

4. This general memorandum is established in duplicate.

Date

Date

(Signed)

(Signed)

President

President

[INSTITUTION1]

[INSTITUTION2]

Co-operation Agreement

Name and address partner university

[INSTITUTION]

In view of the existing contacts between the *Faculties of* (_____) of (_____) *University* and [INSTITUTION] in various disciplines and in view of the importance attached to the internationalisation of academic education, both universities have decided to provide a sound and lasting basis for their existing collaboration and to extend it further to include a number of the disciplines which the two institutions have in common and thus to conclude an agreement for collaboration in the field of education and research.

The following has been agreed between (_____) University, represented by (_____), and [INSTITUTION], represented by (_____), after the relevant authorities have been informed of the present agreement, in accordance with guidelines applicable in each of their countries.

Article 1

(_____) University and the Faculty of (_____) of [INSTITUTION] have resolved to strengthen their ties in the field of education and research in the form of an agreement for collaboration.

Article 2

The two universities express the wish that there should be a regular exchange of staff for the purposes of education and research.

Article 3

Both universities are willing to prepare an exchange of a number of students in an advanced stage of their studies or young researchers in order to enable them to complete part of their study at the other university.

Article 4

Both universities shall endeavour to intensify and expand their contacts in the research field. They shall initiate common research activities and encourage the publication of the results.

Article 5

The letter of intent covers a period of (____) years and shall be extended automatically unless notice of cancellation is given one year before the end of each three-year period.

.....

.....

Date, signature

Date, Signature

(____) University

[INSTITUTION]