

TEMPLATE

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF NEW HAMPSHIRE (UNH)

AND

[insert partner institution name here and logo above]

The purpose of this agreement is to provide the opportunity for University of New Hampshire students to study abroad. The intention of this document is to establish the guidelines of such cooperation and to define the terms and conditions of the affiliation between University of New Hampshire and _____.

1. Definition of Terms

This agreement shall be between the University of New Hampshire (hereafter referred to as UNH) and _____. For the purposes of this Agreement, the party sending students shall be referred to as the “Home Institution.” The party receiving students shall be referred to as the “Host Institution.” A “term” can refer to the fall semester, spring semester, summer session, or intersession. An “academic year” refers to the combination of fall and spring semesters.

2. Academic Program

- a) At least six months prior to the commencement of each academic term, the parties will establish the courses to be offered, the exact program dates, and other pertinent details.
- b) The Host Institution will guarantee space in the Program for the agreed upon number of Study Abroad Students.
- c) The Home Institution of each Study Abroad Student will approve the course of study to be undertaken at the Host Institution prior to departure of the Study Abroad Student.
- d) No later than eight (8) weeks after the end of each academic term, the Host Institution will forward a record of the courses and grades received by each Study Abroad Student to the Home Institution.
- e) The Home Institution will maintain final responsibility for the awarding of grades and for establishing the requirements for matriculation, promotion and graduation of Study Abroad Students. The Home Institution will maintain all academic records and issue transcripts in accordance with its policies.
- f) For US Federal Financial Aid purposes, these students will be considered enrolled at UNH, and visiting students at the Host Institution, during their period of study abroad. UNH will process financial aid and the Host Institution agrees not to provide federal financial aid for students registered under this agreement. UNH will assume full responsibility for Title IV program administration.

3. Program Administration

- a) Each party will appoint a Program Manager who will be responsible for the coordination and administration of the Program. See Appendix A - Administrative and Emergency Contact Information.
- b) The host institution will issue to accepted students the documentation necessary to apply for a student visa. The costs associated with obtaining a student visa are the responsibility of the student concerned, except in the case that the Home University decides to cover the costs for its students.

- c) The Program Manager or other designees of the parties will be responsible for regular supervision of the Study Abroad Students.
- d) The Host Institution will provide student support services and academic counseling for all Study Abroad Students. Such services and counseling will be comparable to those normally provided to its own students of the same academic level in the department to which a particular student is assigned.
- e) The Home Institution will publicize the Program on its campus.
- f) The Home Institution will provide course registration and pre-departure preparation services for Study Abroad Students.
- g) Faculty and/or administrators from the Home Institution may make periodic on-site visitations to the Host Institution.

4. Risk Management

- a) The Home Institution will require Study Abroad Students to be covered by an international health, evacuation and repatriation insurance.
- b) The Host Institution agrees to make health and emergency medical services available to each Study Abroad Student. Any costs for such services shall be borne by the Study Abroad Student receiving such services.
- c) Each party will have written emergency procedures and protocols that will have been provided to appropriate university representatives and program administrators and approved prior to the signing of this agreement.
- d) See Appendix B – Emergency Procedures and Protocols

5. Selection of students

- a) The parties will determine the number of Study Abroad Students each term based on the availability of openings and the number of qualified applicants.
- b) Students will be selected bearing in mind the normal academic requirements of the Host Institution. It is understood that each institution reserves the right to reject candidates, and in such case, further applications may be furnished for consideration.
- c) The Home Institution will provide the Host Institution with a list of students nominated for participation in the Program with any required additional documentation.
- d) Study Abroad Students shall have the same privileges and shall enjoy the same medical, sports and other amenities as other students enrolled at the Host Institution.
- e) UNH students must meet the following minimum eligibility requirements:
 - 2.5 Cumulative GPA at time of application and time of study away
 - Full-time Bachelor's candidate in good academic, judicial, and financial standing
 - Minimum of 32 credits (16 of which must be from UNH)
 - Declared major

6. Rules & Regulations

Students participating in the program shall be subject to the rules, regulations, and discipline of the host institution in which they are enrolled; the UNH Student Rights, Rules and Responsibilities; and the laws of the host country where they are studying.

7. Financial arrangements

[Insert financial details, including total per student cost, what programs and services will be included, deadlines for transferring payment, and policies if a student withdraws. These details can also be listed as an appendix to this agreement.]

8. Other expenses

All other expenses shall be the personal responsibility of the students, including

[insert detailed list]:

9. Jurisdiction

This Agreement shall be governed by the laws of The State of New Hampshire, United States of America. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

10. Severability

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11. Indemnification

UNH shall indemnify, defend, and hold harmless _____, its Board of Directors, officers, faculty, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, to the extent caused or arising from negligent acts or failures to act on the part of the UNH, or any of its trustees, officers, employees, or agents. UNH shall not indemnify, however, to the extent injuries or damages are the result of negligent acts or failures on the part of _____. _____ shall indemnify, defend, and hold harmless UNH, its trustees, officers, faculty, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, to the extent caused or arising from negligent acts or failures to act on the part of _____, its Board of Directors, officers, faculty, agents, and employees. _____ shall not indemnify, however, to the extent injuries or damages are the result of negligent acts or failures on the part of UNH, its trustees, officers, employees, or agents.

12. Insurance

Each party shall maintain, at its own cost and expense, general public liability insurance for personal bodily injury and wrongful death claims, and for property damage liability, in such amounts as are reasonably calculated to provide prudent and appropriate coverage for the risks attendant to the relationship established in this agreement, to cover such liability caused by, or arising out of, actions, facilities, acts, or omissions of its own directors, officers, agents, and/or employees. Evidence of such insurance shall be provided to the other party upon request.

13. Relationship of the parties

This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between the parties. The parties to this Agreement are acting as independent contractors.

14. Notice

Except when _____ and UNH agree to accept notice by facsimile or e-mail in a specific instance, any notice to either party hereunder must be in writing, signed by the party giving it and shall be served either personally or by US first-class, registered or certified mail, or by overnight or expedited delivery service addressed to parties listed in Appendix A.

15. Non-assignment

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

16. Implementation & Modification

This agreement shall take effect from the date of the latest signing for a period of three years, terminating on _____. Notice of modifications of the agreement, including withdrawal, must be given a minimum of six months in advance. Any student whose agreed upon program of study extends beyond the termination date proposed shall be allowed to complete his or her program of study. This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

17. Signatures

For the Host Institution:

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

For the University of New Hampshire:

Name: P.T. Vasudevan _____

Title: Senior Vice Provost for Academic Affairs _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Appendix A

ADMINISTRATIVE AND EMERGENCY CONTACT INFORMATION

ADMINISTRATIVE CONTACT

(Person responsible for the general operation of this agreement)

		University of New Hampshire
Name		
Department		
Address		
Phone		
FAX		
email		

EMERGENCY CONTACT

(First person to be contacted in the event of an emergency related to this agreement)

		University of New Hampshire
Name		
Department		
Address		
Office Phone		
Alternative Phone		
Emergency Phone (24 hrs)		UNH Police Dispatch +1 (603) 862.1427
FAX		
email		

Appendix B EMERGENCY PROCEDURES AND PROTOCOLS

HOST INSTITUTION

1. Describe the instructions provided to students for what to do in a medical, security (crime, political or natural disaster) or personal emergency.
2. List the 24/7 emergency contacts students will receive on-site and describe how these numbers are distributed to students.
3. How will the host institution communicate with students in the event of an emergency, such as a natural disaster, terrorism, or medical pandemic? Who is responsible for this?
4. In an emergency, such as weather, terrorism, or medical pandemic, what will students be instructed to do? If they should report to a central meeting place, where is that and is there a contact number there?
5. The UNH administrative contact needs to be informed about all student behavior or discipline issues. UNH students are beholden to the UNH Rules, Rights and Responsibilities code of conduct while they are studying abroad. Is there a similar written code at the host institution to which UNH students will be held accountable? If so, please provide a copy. How students are informed about host institution rules?

UNH

In the event of an emergency that requires immediate action, and the emergency contact in Appendix A is unavailable, please contact the UNH Police Dispatch at (603)862-1427. Contacting this number provides access to the UNH Emergency Preparedness Group that includes the Provost and Vice President for Student and Academic Services.

If the situation is less catastrophic and calls more for discussion, consultation and notification, feel free to contact directly the Global Education Center staff member below:

Beth Rascoe Kilinc
Administrative Director for Education Abroad
Work: 603-862-0128
Mobile/home: 603-767-8547
Email: beth.kilinc@unh.edu