



University of Essex



Student Exchange Agreement

between

University of Essex

Wivenhoe Park, Colchester, Essex CO4 3SQ, United Kingdom

and

Bloomsburg University of Pennsylvania

400 East Second Street, Bloomsburg, Pennsylvania 17815, USA

University of Essex (hereinafter referred to as '**ESSEX**') and Bloomsburg University of Pennsylvania (hereinafter referred to as '**BLOOMSBURG**') agree to the following terms:

1. DEFINITIONS:

1.1 In this agreement, unless the context will otherwise imply:

- HOME shall mean the institution at which the student intends to graduate;
- HOME STUDENT shall mean a student of the HOME Institution;
- HOST shall mean the institution that has agreed to receive students from the HOME institution;
- EXCHANGE shall mean a one-for-one exchange of students on a tuition waiver basis from each university;
- EXCHANGE STUDENT(S) shall mean students participating in the exchange programme implemented herein;
- STUDY ABROAD shall refer to non-award study at the HOST INSTITUTION on a tuition paying basis;

2. PURPOSE

- 2.1 The objective of this agreement is to establish specific relations and cooperation between the above mentioned academic schools of **ESSEX** and **BLOOMSBURG** in order to enrich the understanding of the culture of the two institutions concerned. This agreement is to make possible and to facilitate the exchange of undergraduate students between the institutions on a regular and continuing basis.
- 2.2 The purpose of each student exchange will be to enable undergraduate level students to undertake study but not to study for a degree at the HOST institution. Students are expected to fulfil the degree requirements for their own university as outlined in their own programme handbooks. It is the responsibility of each participant in the EXCHANGE to obtain official approval from the HOME institution for the study taken at the HOST institution.

3. NUMBERS

- 3.1 Subject to the availability of suitable candidates **ESSEX** will send up to a maximum of two [2] students for the full academic year or four [4] students for a semester each to **BLOOMSBURG** each academic year, and **BLOOMSBURG** will send up to a maximum of two [2] students for the full academic year or four [4] students for a semester each to **ESSEX** each year for the duration of the agreement, unless varied by mutual agreement.
- 3.2 The period of the EXCHANGE for each student shall be for a maximum of one academic year. Student's programmes may not be extended beyond the maximum exchange period.
- 3.3 Upon completion of the EXCHANGE period at the HOST institution, EXCHANGE STUDENTS must return to the HOME INSTITUTION. Any extension of stay must be approved by both participating institutions.
- 3.4 In principle, the exchange of students will occur on a one-for-one basis. This number may vary in any given year, but over the life of the agreement, the total number of students participating shall be balanced. Any student numbers over and above the agreed numbers may be considered for the STUDY ABROAD programme and will attract normal HOST institution STUDY ABROAD fees.

4. SELECTION OF STUDENTS

- 4.1 The HOME INSTITUTION will screen applications from its student body for exchange. The programme is available to undergraduate students from **ESSEX** and **BLOOMSBURG** who have completed at least one year of university level education at the respective HOME institution.
- 4.2 Each institution will submit completed applications to the HOST institution by the designated application deadline each year. This will not be less than a minimum of eight (8) weeks prior to the intended commencement date of the exchange study period. Only applications accompanied by an official nomination from the HOME institution exchange office will be considered for admission.
- 4.3 The HOST institution reserves the right to make final judgement on the admissibility of each student nominated.
- All participants are expected to be able to meet the standard minimum language requirements for admission into the HOST institution. The HOST institution reserves the right to assess any candidate's language proficiency (if applicable) or previous academic background before admitting that student to the exchange programme.
- Candidates must satisfy the admission requirements for non-degree visiting student status. Nominees who cannot be suitably placed at the host institution may be refused.
- 4.4 The HOST institution reserves the right to exclude exchange students from restricted enrolment programmes or courses. HOST institutions will notify HOME institutions of any restrictions prior to the closing date for exchange applications. Incoming students to **ESSEX** will be excluded from studying BFA drama and acting courses that are part of the East 15 Acting School, located at **ESSEX's** Southend Campus, and courses at Edge Hotel School at **ESSEX**.

5. RESPONSIBILITIES OF THE PARTICIPATING INSTITUTIONS

- 5.1 **ESSEX** and **BLOOMSBURG** agree to accept students from each other and to enrol them as 'not-for-degree' or 'exchange' students for up to one academic year. Each institution will provide exchange participants with access to all the services, support and assistance provided to HOME STUDENTS.

- 5.2 Each institution agrees to appoint an overall Coordinator for the administration of the exchange. The Coordinator will serve as the contact on campus, responsible for arrangements associated with visits, ensuring that necessary approvals are in place, receiving official transcripts from the partner institution, and attending to the general welfare of the exchange students. The Coordinators for each institution are listed below, and shall be updated as required. For **ESSEX** the Coordinators are as follows:

Contact Information	
Essex Abroad Manager	Rosie Bonny Phone: +44 1206 872198 Email: essexabroad@essex.ac.uk
Essex Abroad Enquiries	Essex Abroad Team essexabroad@essex.ac.uk Phone: +44 1206 873976
Essex Abroad Advisors - Outbound Team (Exchange)	Email: essexabroad@essex.ac.uk
Essex Abroad Advisors - Inbound Team (Exchange)	Email: incomingexchange@essex.ac.uk
Grants and Agreements Officer	Email: eaagreements@essex.ac.uk
International Experience Manager	Email: stpabroad@essex.ac.uk
Website	www.essex.ac.uk/study-abroad

For **BLOOMSBURG**, the Coordinators are as follows:

Contact Information	
Bloomsburg Global Inquiries	Global Education Team Phone: +1 570 389 4199 Email: globaleducation@bloomu.edu
Inbound/Outbound Exchange	Global Education Team Email: globaleducation@bloomu.edu

Website	www.bloomu.edu/global-education
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6. FINANCIAL RESPONSIBILITY OF PARTICIPATING INSTITUTIONS

6.1 Each EXCHANGE student studying at the respective HOST institution shall be provided, without further payment to the HOST institution with:

- Tuition fee waiver
- Orientation and Programme Induction
- Academic Advice
- At least one (1) copy of Reports or Statements of Results

7. FINANCIAL RESPONSIBILITIES OF EXCHANGE STUDENTS

7.1 Each student participating in the exchange programme shall meet the full-costs related to:

- Travel documents and visas
- Travel to and from the host country
- Living and subsistence expenses as an exchange student
- Accommodation fees and charges at the HOST institution
- Application or related fees as may be charged by the HOST institution
- The cost of health insurance at the HOST INSTITUTION and host country and Vaccinations (if required)
- Normal non-tuition course related fees, including but not limited to: Book and academic supplies, study materials costs, field trip and excursion fees etc.
- All other debts, fines or financial penalties incurred during the course of the EXCHANGE
- Application and regular tuition fees as are normally charged to the student for taking courses at the HOME INSTITUTION – *these fees are to be paid to the HOME INSTITUTION*

7.2 The HOME INSTITUTION shall satisfy itself that the nominated student has been advised of the financial conditions stipulated before issuing an offer for admission into the programme.

- 7.3 The HOST institution shall provide reasonable efforts to assist the student in locating suitable accommodation within reasonable distance to the HOST campus.
- 7.4 All exchange students will abide by the policies, procedures, rules and regulations of the HOST institution during the period of the exchange programme. They will also have the same rights, privileges and access to campus facilities enjoyed by students enrolled in degree programs on the HOST campus.

8. LIABILITY and INSURANCE

- 8.1 To the extent permitted by law, each institution shall indemnify, hold harmless and defend the other institution and its directors, officers, employees and agents against any adverse consequences that the other institution suffers arising from or relating to any and all risks of personal injury, property damage, negligent act, omission or wilful misconduct or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees or agents thereof. For purposes of this Agreement, "adverse consequences" shall include all actions, claims, complaints, demands, hearings, injunctions, judgments, orders, proceedings, rulings, suits, costs, damages, expenses, liabilities, losses, and fees including, without limitation, legal fees and associated costs, which result from the indemnifying institution's breach of its obligations under this Agreement.

8.2 Insurance:

Essex understands that HOST INSTITUTION, is an Agency of the Commonwealth, is prohibited from purchasing insurance. As a public university and state institution, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Management of the Pennsylvania Department of General Services.

This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Torts Claims Act, 42 Pa.C.S.A. §§8521, et seq.

- 8.3 Each university shall ensure it has adequate insurance coverage for all students on-shore in accordance with the jurisdiction under which each university operates.

- 8.4 The University of Essex undertakes to provide general information to students on health and safety prior to undertaking a period of study abroad.
- 8.5 The HOST INSTITUTION undertakes to have suitable arrangements in place for health and safety, in compliance with relevant legislation and provide appropriate information, instruction, training and supervision for the students health and safety.
- 8.6 The student undertakes to comply with the HOST INSTITUTION and Universities health and safety requirements, and to report any health and safety concerns, accidents or incidents which they are involved to the HOST INSTITUTION and University of Essex.

9. GENERAL

- 9.1 **ESSEX** and **BLOOMSBURG** shall undertake all reasonable measures to give maximum effect to this exchange programme. Such actions will include the exchange of academic handbooks, newsletters and promotional materials.
- 9.2 The parties acknowledge that **ESSEX** is subject to the General Data Protection Regulation (EU 2016/679) (GDPR), and that as such, it transfers personal data to countries outside the European Economic Area that have not received adequacy decisions from the European Commission, only where appropriate safeguards are in place, or where the Data Controller has carried out its own assessment of adequacy (Appendix 1).
- 9.3 **ESSEX** will send to the HOST INSTITUTION names, information regarding student identity, contact details and course details of the selected students. The HOST INSTITUTION will send to **ESSEX** details of the student's academic achievements at the end of the exchange.
- 9.4 Exchange of any other personal data regarding exchange students between the parties will be based on the consent of the student.

10. TERMS OF AGREEMENT AND AMENDMENT

- 10.1 This agreement shall remain in force for a period of five [5] years commencing from the date of signature by the PASSHE legal counsel, with the understanding that it may be revised, terminated or suspended pending availability of places by either party giving six (6) months written notice to the other party.
- 10.2 This agreement may be amended by mutual consent at any time through the exchange of letters between the two Parties. Changes made to this Agreement may not affect students already enrolled in the exchange program, unless such changes are advantageous to the students. Such amendments, once approved by the Parties, will be added to this agreement as appendices.
- 10.3 This agreement may be terminated, provide that any such termination shall be without detriment to students already undertaking an exchange placement under this agreement. Such action will only be taken after mutual consultation and both parties shall agree on any measures that may be necessary to ensure this outcome.
- 10.3 For conditions of the exchange not covered by this agreement, or for problems that arise during the course of the exchange program or concerning the interpretation of this agreement, both parties agree to refrain from unilateral action and to first consult and negotiate mutually acceptable decisions/resolutions.
- 10.4 In the event that a resolution cannot be reached under Clause 10.3, the Parties agree that any claim or dispute arising out of or in connection with this Agreement shall be governed by the laws of the courts of the objecting institution.
- 10.5 The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

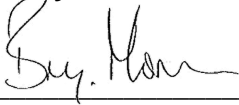
11. SIGNATURES

- 11.1 This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this exchange programme. No amendments, consent or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purposes given. This

agreement may be extended by mutual consent of the two parties. **ESSEX** and **BLOOMSBURG** by the signatures of their authorised representatives below, acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

For:

University of Essex



Mr Bryn Morris
University Registrar & Secretary

Date: 08/02/2022

For:

Bloomsburg University of Pennsylvania

Dr. Bashar W. Hanna, President

Date:

Dr. Diana Rogers-Adkinson, Provost

Date:

PASSHE Legal Counsel

Date:

EFFECTIVE DATE OF AGREEMENT (date of last signature): _____

Appendix 1 – adequacy of sharing

The University of Essex has assessed the risks in transferring personal data to a third country, and judges that the risks to the rights and freedoms of data subjects are low, based on the following:

1. Data Subjects have freely chosen to study abroad, and understand that not all countries offer the same level of protection for their personal data;
2. The information shared is adequate, relevant and limited to what is necessary;
3. The information shared is necessary for the contract between Essex and the Host Institution;
4. The information shared is necessary for the contract between the student and both Essex and the Host Institution;
5. The information shared will be used for a short period of time only, and thereafter the student will share required information for the contract directly with the Host;
6. Any further sharing will be done on the basis of the informed consent of the student.