

STUDENT EXCHANGE AGREEMENT

by and between

SAN DIEGO STATE UNIVERSITY

San Diego, California

and

UNIVERSIDADE DA CORUÑA

A Coruña, Spain

This Agreement (Agreement) is entered into between The Trustees of the California State University (CSU) on behalf of San Diego State University (collectively "SDSU") and Universidade da Coruña, [Spain] ("UDC"), SDSU and UDC are referred to collectively as the Parties.

ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either party. Activities engaged in under this Agreement include the exchange of students from each Party for traditional student exchange programs.

ARTICLE II: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. "Exchange" means a one-for-one exchange of students from each Party;
- b. "Exchange Students" means students participating in this exchange. Students from other institutions must be a citizen and resident of a foreign country to come to the California State University (CSU) as an Exchange Student.
- c. "Home Institution" means the Party the student intends to graduate from; and
- d. "Host Institution" means the Party that has agreed to receive the Exchange Students from the Home Institution.

Section 2. Tuition and Fees.

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition and campus fees normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Miscellaneous campus fees and course related materials/lab fees may be charged to the visiting student.

Section 3. Financial Aid and Resources.

- a. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students.

- b. SDSU must comply with Title IV of the U.S. Higher Education Act of 1965. SDSU will assume responsibility for the administration of all Title IV financial aid programs. Eligible SDSU degree candidates who are in good standing and enrolled in an eligible program may receive financial aid while attending the Host Institution. SDSU students will be considered to be on visiting status at the Host Institution for the duration of their exchange program.
- c. For the purpose of receiving financial aid, SDSU students must be enrolled in a minimum number of units at the Host Institution, equivalent to full-time enrollment at SDSU. Full time enrollment at SDSU is 12 units for undergraduate students and 9 units for graduate students.
- d. The Host Institution agrees to report any changes to the student's enrollment status, e.g. withdrawal or a drop in enrollment, within 14 days.
- e. The Host Institution agrees to inform SDSU about any financial resources it provides to SDSU students.

Section 4. Student Insurance Coverage. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation. SDSU students are required to purchase the CSU Foreign Travel Insurance Plan. Students attending SDSU from the Host Institution are required to purchase the approved SDSU insurance plan unless a specific exemption has been granted.

Section 5. Housing and Travel. The Host Institution will assist when possible the arrangement of lodging for Exchange Students, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (e.g., laboratory fees, special activity fees) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 6. Student Conduct and Academic Policy. While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 7. The anticipated number of student semesters to be exchanged on an annual basis is four (4). This number will be increased or decreased on the basis of reciprocity so that an equal number of students from each institution will be exchanged over the term of this Agreement. The Parties will agree in advance on the number of students to be exchanged each year no less than ninety (90) days before the ensuing semester. An amendment to the agreement is not required to adjust for reciprocity. Normally, an Exchange will be for one

semester or two semesters. Individual students may be continued as designated Exchange students for one ensuing semester.

Section 8. Language Proficiency. Students attending SDSU whose native language is not English must meet the minimum TOEFL or IELTS scores set by the Office of Admissions. Students primarily educated in English speaking countries or territories may be exempted from TOEFL or IELTS requirements, at SDSU's discretion.

Section 9. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions.

Section 10. At the conclusion of the exchange program the Host Institution will provide directly to the Home Institution a record of academic coursework completed by the student and marks earned.

ARTICLE III: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

ARTICLE IV: INDEMNIFICATION

Section 1. UDC shall defend, indemnify and hold harmless California State University, SDSU and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of UDC, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: California State University shall defend, indemnify and hold harmless UDC and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, SDSU, its officers, agents, or employees.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1. SDSU represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. UDC represents and warrants that it (1) is an educational entity in good standing in the country of Spain and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VI: MISCELLANEOUS

Section 1: No Agency. Nothing in this Agreement shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations under this Agreement.

Section 3. No Incentive Benefits. UDC certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of SDSU, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. 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.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected by it.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of its obligations hereunder due to any causes beyond the reasonable

control of the Party whose performance is affected, including but not limited to fire, strike, war, riots, acts of terrorism, acts of any civil or military authority, acts of God, judicial action, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers, delays or disruption of transportation, or other similar cause.

In the event of a Force Majeure occurrence, the Parties agree to jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.

Section 9. Impact of COVID-19. The Parties acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 8 above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.

Section 10. Governing Law. The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the jurisdiction of the country of domicile of the defendant to the action.

Section 11. Privacy and Protection of Personal Data. SDSU and UDC shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The SDSU is, and UDC may be, subject to various privacy, freedom of information, and public records laws. SDSU and UDC agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

SDSU acknowledges that UDC is subject to the General Data Protection Regulation (EU 2016/679) (GDPR), and that as such, it may transfer 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.

Both SDSU and UDC agree that the sharing of data between them is done so on the following basis:

- a. Data subjects, who for the purpose of this Agreement are Exchange Students who wish to study at the Host Institution under the terms of this Agreement, have freely chosen to study abroad, and understand that not all countries offer the same level of protection for their personal data;
- b. The data shared between the Parties is adequate, relevant and limited to what is necessary;
- c. The data shared is necessary for this Agreement between UDC and the SDSU;
- d. The data will be used only for the period of this Agreement and for as long as stated in the retention policy of each Party;
- e. Prior to sharing the data, each Party shall first obtain the freely given, specific and informed, written consent of each relevant Exchange Student. Thereafter the Exchange Student will share required data for this Agreement directly with the Host Institution; and
- f. To the extent that a Party is unable to secure the consent of all or any Exchange Students in accordance with paragraph the Home Institution shall not transfer the Personal Data of such Exchange Student to the Host Institution.

Section 12. Insurance. Under the laws of the State of California, SDSU confirms that it is permissibly self-insured for damages or actions in amounts sufficient to support the indemnifications set forth above. SDSU also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement. SDSU will provide evidence of self-insurance coverage upon request.

Under laws of Spain, UDC confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. UDC also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Section 13. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

TO SDSU:
International Affairs-Partnerships
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-5101, USA
internationalpartners@sdsu.edu

TO UDC:
Universidade da Coruña
Oficina de Relacións Internacionais
Casa do Lagar. Campus de Elviña
15071 A Coruña, Spain
head_international@udc.es

ARTICLE VII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

San Diego State University

Universidade da Coruña



Adela de la Torre
President

Ricardo José Cao Abad
Rector

Date: Oct 25, 2024

Date: