

Official signed
copy from 10-20-16
Signing ceremony at Xavier
University

PROGRAM FOR STUDENT EXCHANGE

STUDENT EXCHANGE AGREEMENT

between

Baylor University

and

Xavier University of Louisiana

August 25, 2016

STUDENT EXCHANGE AGREEMENT

Student Exchange Agreement dated as of the 5th day of August, 2016 (as amended, supplemented or otherwise modified from time to time, the "Agreement") by and between Xavier University, a Louisiana university having its principal office at 1 Drexel Drive, New Orleans, LA 70125 (XULA) and Baylor University, a Texas university having its principal office at One Bear Place #97014, Waco, Texas 76798 ("BAYLOR", and together with XULA, the "Institutions" or the "Parties").

WHEREAS, the Institutions desire to collaborate to offer a program (the "Program") that will enable participating students (the "Students") from both Institutions to take courses at each other's campuses during the spring semester/quarter.

WHEREAS, this Agreement will be effective for a five-year term commencing as of August 5, 2016 (the "Effective Date") through and including the last day of the 2020-2021 academic year at either Institution, whichever is later.

NOW, THEREFORE, the Parties agree as follows:

I. CRITERIA FOR STUDENT PARTICIPATION

Participating students must meet each of the following requirements:

1. Be registered as a full-time "regular" student (one who is enrolled or accepted for enrollment at the home Institution for the purpose of obtaining a bachelor level degree) at the home Institution. XULA students must be matriculated in the College of Arts and Science in order to participate in the Program and BAYLOR students must be matriculated in any of the six undergraduate colleges at BAYLOR in order to participate;
2. Meet regular requirements for students in good standing set down by both the home and host Institutions;
3. Have a minimum cumulative Grade Point Average (GPA) of 3.0 or its equivalent;
4. Have no disciplinary action against them at their home Institution;
5. Have junior standing (90 or more credit hours earned) at the home Institution while participating in the Program. Exceptional sophomores may be considered on a case-by-case basis; and
6. Purchase the medical insurance required by the host Institution or demonstrate to the satisfaction of the host Institution that medical insurance carried by or on behalf of such Student is sufficient for all purposes of the host Institution. The cost of any medical insurance required hereunder as well as any medical expenses not covered by such insurance will be the personal responsibility of the Student.

II. OBLIGATIONS AND PRIVILEGES OF STUDENT PARTICIPANTS:

Each participating Student:

1. Will remain registered at the home Institution and pay tuition, fees (including health insurance where appropriate), room and board to their home Institution;
2. Will have their program of study at the host Institution pre-approved for credit by the appropriate departments and officers at the home Institution before beginning the Program;
3. Will be required to live in college residence halls and have an equivalent meal plan for the duration of the Program at the host Institution (an exception may be made for married students);
4. May withdraw from the Program at any time, but will be subject to the refund policies of the home Institution;
5. Will be fully responsible for making personal travel arrangements and payment of all transportation charges between home and host Institution. Each participating Student will also be fully responsible for all personal expenses, including but not limited to textbooks, supplies and travel costs while at the host Institution;
6. Must return to the home Institution to complete course work toward the bachelor level degree during the next regular semester/quarter following the Program; and
7. Must be able to travel to and visit the host Institution at their own expense as specified above in subsection 6. No provisions will be made for spouses or dependents with regard to room, board or other services.

III. STUDENT SELECTION; PROGRAM IMPLEMENTATION:

1. XULA and BAYLOR will each designate an on-campus coordinator/advisor for the operation of this program. At XULA, the coordinator will be Mr. Torian L. Lee, JD, Director of the Center for Intercultural and International Programs. At BAYLOR, the coordinator will be Robert Leis, Exchange Program and Study Abroad Advisor.
2. Each Institution will be responsible for the publicity and promotion of the Program to students on its own campus. The Institutions agree to exchange all relevant documents and materials describing the programs of study and specialized resources available on their own campus for the purpose of Program promotion and candidate advisement at the other campus.
3. Each Institution will accept up to two (2) Students for the Program for each spring semester/quarter of the academic years 2016-2017 to 2020-2021. Thereafter, if the

Parties agree to extend or renew this contract, the number of participating Students will be decided upon a yearly basis. Exceptions may be made for special program or project opportunities.

4. All Students will have “visiting students” status at the host Institution and will, for all purposes, be considered to be non-degree seeking students.
5. Each home Institution will perform its own selection process and establish its own criteria for Students who are nominated to participate in the Program. In accordance with Section I (3), students with less than a 3.0 (B) GPA will not be permitted to participate.
6. Each host Institution reserves the right to screen candidates for the Program in advance of the final decision being transmitted to the Student. Telephone interviews with candidates may be conducted as part of the screening process.
7. Students accepted for the Program should forward a copy of their latest transcript of grades and travel plans to the appropriate coordinator/advisor at the host Institution.
8. Students must be registered for a full-time course load during their semester at the host Institution.
9. All Parties agree to notify a Student’s home Institution if the classes being taken by that Student should, at any time, change from those approved for that Student by the coordinator/advisor at the home Institution.
10. All Parties agree to notify the home Institution of the Student’s withdrawal from all classes at the host Institution prior to the conclusion of the Student’s participation in the Program.
11. Credits earned by Students at host Institutions will be identified on transcripts issued by the host Institution. Upon the Student’s completion of the Program, the coordinator/advisor at the host Institution will forward a copy of the Student’s transcript to the registrar of the home Institution. Additional copies may be obtained from the host Institution at regular rates, upon request of the Student. At any time upon written request by the home Institution to the host Institution, the host Institution will forward to the home Institution any academic or other records or information relating to the Student. Nothing contained herein will be construed as requiring the host Institution to keep academic records for Students which differ from those customarily maintained by the host Institution for its own students, unless otherwise provided by a special protocol.
12. Grades for courses taken at the host Institution may or may not be incorporated into the student’s GPA. The decision will be made by the home Institution.

13. Appropriate housing in college residence halls and meal plans will be provided by the host Institution to all Students in order that they may comply with Section II (3).
14. Students will pay their regular tuition and related fees to their home Institution for the semester of the Program.
15. Host Institutions agree to invite and encourage visiting Students to participate in student life on the host campus. This would be achieved through invitations to join organizations and activities, such as scholarship programs, sororities, etc.

IV. ORIENTATION AND CONDUCT

1. Each home Institution will provide access to pre-departure orientation materials to Students, which will include a summary of relevant provisions and any special protocol with respect to this Agreement.
2. Each host Institution will provide access to post-arrival orientation materials to Students, including materials that provide guidance on the programs, policies and regulations of the host Institution.
3. Each Student will abide by all policies and regulations of the host Institution.
4. The host Institution will have the right to terminate the participation of any Student in the Program (and in any other program, service, or benefit of the host Institution) at any time if such Student's academic work or behavior is not suitable in the judgment of the host Institution. Wherever practicable, termination of a Student's participation in the Program will not be affected without prior consultation between the host Institution and the home Institution. Wherever practicable, administration of sanctions will not occur until exchange program administrators from the host and home institutions consult regarding consistency with home institution sanction standards.

V. NON-DISCRIMINATION

In connection with the Program, neither Institution will unlawfully discriminate against any person involved with the Program on the basis of sex, gender, gender identity or expression, sexual orientation, race, color, creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability or any other legally protected status.

VI. PUBLICITY

Neither Party will use the name, trade name, trademark or any other designation of the other party, any school, college, division, department or other unit thereof, or any employee of such Party, or any contraction, abbreviation, adaptation or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose

without such Party's prior written consent and that the Parties may use such designations on internal websites and in materials distributed internally to advertise or provide information about the Program.

VII. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement will be deemed to create any agency, partnership or joint venture between the Parties, it being understood that each Party is performing services and fulfilling its obligations hereunder as an independent contractor of the other Party. Neither Party will have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of the other Party, except as explicitly provided herein.

VIII. TERM; TERMINATION; ASSIGNMENT

1. This Agreement will be effective as of the Effective Date and will terminate at the end of the 2020-2021 academic year unless otherwise terminated prior to such date. This Agreement may not be amended or modified, except through a written instrument signed by both Parties. This Agreement may be renewed, subject to the written approval of both Institutions. Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either Party without the prior written consent of the other Party. Any purported assignment or transfer without such prior written consent will be null and void.
2. Either Party may decide to terminate the Agreement for any reason by submitting a written termination notice to the other Party at least one month prior to October 15 of the academic year of the Program. No such notice of termination will affect any Student then involved in the Program.
3. Should either Institution not participate in the Program by not sending Students or by not hosting Students in a given year, such non-participating Institution is still required to fulfill its obligations toward the other Institution.
4. A Party adversely affected by a material breach of this Agreement by the other Party may terminate this Agreement if the breach has not been cured thirty (30) days after the non-breaching party gives notice of the breach to the breaching party, *provided* that this Agreement will remain in force (but only to the extent necessary) until such time as all Students enrolled in the Program at the time of termination have completed their studies or withdrawn or other arrangements have been made to safeguard the best interests of those Students for the remainder of their respective semesters.
5. Clauses in this Agreement which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

IX. INDEMNIFICATION

1. Each Institution (the "Indemnifying Party") hereby indemnifies and holds harmless the other Party and its trustees, officers, employees, agents, representatives and students (each an "Indemnitee") from and against any and all losses, damages, liabilities, penalties, costs and expenses (including reasonable attorneys' fees) of any kind or nature for any claim, demand, action, suit, prosecution or proceeding including but not limited to any claim based on personal or bodily injury (including death) or property loss or damage, caused by, resulting from, arising out of, or occurring in connection with: (i) the negligent or intentional acts or omissions of the Indemnifying Party, its agents, servants, or employees and (ii) the breach of any applicable law or any representation, warranty or term in this Agreement by Indemnitee, its agents, servants or employees. This section will survive the termination, expiration or cancellation of this Agreement.

X. FORCE MAJEURE

The Parties acknowledge and agree that obligations under this Agreement may be delayed or prevented due to an event beyond the reasonable control and without the fault or negligence of any of the Parties (a "Force Majeure Event"). For an event to qualify as a Force Majeure Event, an affected Party could not reasonably have avoided it or its effects by the exercise of reasonable diligence prior to the occurrence of the event. Force Majeure Events may include (without limitation) any act of God, war or public enemy, any act of government or any agency thereof, any fire, flood, explosion, power outage, equipment or transmission failure, earthquake, or other catastrophe, any epidemic or quarantine restriction, any rioting or revolution, any act of sabotage, piracy or terrorism, or any strike, lockout or other work stoppage, slowdown or dispute. A Party affected by a Force Majeure Event will employ reasonable efforts to (a) advise the other Party if it is unable to perform and the expected duration of such inability, (b) mitigate disruption and cost to the other Party due to such inability, and (c) resume performance as soon as possible.

XI. NOTICES

Any notice or other communication given under this Agreement will be in writing and signed by or on behalf of the Party giving it and will be served by delivering it personally or sending it by registered airmail or fax to the address and to the attention of the relevant Party set out below (or such other address or fax number as may be notified in writing from time to time by the relevant Party to the other Party):

If to BAYLOR: Wesley Null, Ph.D.
Vice Provost for Undergraduate Education
Baylor University
One Bear Place #97014
Waco, Texas 76798-7014

Email: Wesley_Null@baylor.edu

With a copy to: L. Gregory Jones, Ph.D.
Executive Vice President and Provost
Baylor University
One Bear Place #97014
Waco, Texas 76798-7014

Email: Greg_Jones@baylor.edu

If to XULA: Mr. Torian L. Lee, JD
Director
Center for Intercultural and International Programs
Baylor University
1 Drexel Drive, Campus Box 127
New Orleans, LA 70125 USA
ATTN: Torian L. Lee
E-MAIL: tlee@xula.edu

With a copy to: Anne McCall, Ph.D.
Provost and Sr. Vice President for Academic Affairs
Xavier University of Louisiana
1 Drexel Drive
New Orleans, LA 70125 USA
E-MAIL: amccall@xula.edu

Any such notice will be deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of registered airmail, five (5) Business Days (as hereinafter defined) from the date of posting; and (iii) in the e-mail, at the time of transmission.

“Business Day” means any day other than Saturday or Sunday or any other day on which either Party located at the address set forth above is authorized or required by law to remain closed.

XII. GOVERNING LAW; DISPUTE RESOLUTION

1. Each Institution represents, warrants and agrees that the classroom, office and any ancillary facilities to be used by participants in connection with the Program are and will remain in compliance with all applicable building, fire, health and similar safety codes and with the requirements of all applicable fire, property and other insurance policies maintained by the Institution.
2. The Parties and their respective employees, agents and representatives will comply with all applicable laws and regulations in the performance of the Agreement, including, without limitation, those relating to health and safety (which includes vetting the suitability of service providers such as transport contractors). The parties acknowledge that, to the extent each party provides information from education records of its students to the other party or otherwise obtains access to information from education records of students as a result of this Agreement, each party is subject to and will fully comply with the privacy regulations outlined in the U.S. Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, (“FERPA”) for the handling of personally identifiable student information from education records.
3. XULA and BAYLOR will each use its best efforts to negotiate in good faith and resolve any dispute that may arise out of or in connection with this Agreement or any breach of this Agreement. If there is a dispute between the Parties arising out of, or in connection with, this Agreement, including any question regarding its existence, validity or termination (a “Dispute”), then either Party may give the other Party a written notice setting forth the full details of the Dispute (“Notice of Dispute”). Authorized representatives of the Parties will meet in person or via teleconference to discuss and attempt to resolve the Dispute not less than fifteen (15) days after receipt of the Notice of Dispute.

XIII. MISCELLANEOUS

The Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior terms, conditions, agreements and undertakings, both written and oral, between the Parties with respect to the matters contained herein. No waiver of any term or condition of this Agreement will be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. This Agreement is not for the benefit of any third party. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The headings used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement.

IN WITNESS WHEREOF, an authorized representative of each of the Parties hereto has duly executed this Agreement as of the Effective Date.

Xavier University:

By:  _____

Date: October 20, 2016
C. Reynold Verret, Ph.D.
President
Xavier University of Louisiana

Baylor University:

By:  _____

Date: 10/20/16
David Garland, Ph.D.
Interim President
Baylor University