 [Institution Seal]

**NON-DEGREE VISITING STUDENT AGREEMENT**

**between**

**Santa Clara University, Santa Clara, California, USA**

**And**

**[institution, City, Country]**

This Agreement of Commitments, (hereinafter “Agreement”) is entered into as of the last date of execution shown below, by and between Santa Clara University (hereinafter referred to as SCU), and [institution]. The parties mutually agree as follows:

1. **Number of Students and Duration of Agreement**

This Agreement will further goals of academic exchange as agreed in the MOU previously signed between both parties.

Beginning in the [2019-20] academic year and in each succeeding year during the term of this Agreement, each university shall annually nominate approximately [one full-time equivalent] as a non-degree visiting student at the host university. This is a Visiting Student Program with no requirement for reciprocal numbers of students to be exchanged by the parties. Any variance in the numbers of visiting students each year may be negotiated and agreed upon by the parties prior to the recruitment of students.

This Agreement shall take effect from the date of the last signature for a period of five years and may be modified or revised by mutual written consent of the parties. In the event of cancellation of this Agreement, both universities shall provide all normal support services as outlined herein for current participants until the end of the academic program.

Both parties will annually evaluate the quality of the students’ experience and work to improve the program for future years.

1. **Dates of Activity**

The dates of activity will correspond with the academic terms of each institution. Non-degree students may participate for one or more academic terms within an academic year. Activities may not exceed one year.

1. **Academic terms**

**At SCU**

Undergraduate, Graduate Business School, Graduate Engineering School, Graduate Education and Counseling Psychology School, Graduate Program in Pastoral Ministries

The academic terms of these programs are three 10-week quarters:

* Fall Quarter: Mid-September to Mid-December (10 weeks)
* Winter Quarter: Early-January to Mid-March (10 weeks)
* Spring Break 1 week mid-March between Winter/Spring Quarters
* Spring Quarter: Mid/Late March to Mid-June (10 weeks)
* Academic Year: Mid-September to Mid-June

Law School (Graduate only)

Two 15-week semesters:

* Fall Semester: Late-August to Mid-December
* Spring Semester: Mid-January to Mid-May

Jesuit School of Theology (Graduate only)

Two 15-week semesters:

* Fall Semester: Late-August to Mid-December
* Spring Semester: Mid-January to Mid-May

**At [institution]**

Please include dates and number of weeks here.

1. **Balance of Students**

There is no requirement for reciprocal numbers of students to be exchanged by the parties. Any variance in the number of visiting students each year may be negotiated and agreed upon by the two universities prior to the recruitment of students.

1. **Candidacy for Degree**

Participating students will continue as candidates for degrees of their home university and will not be candidates for degrees of the host university. Students will be expected to sit for all host university examinations. A transcript of their results will be sent by the host university to the student’s home university upon completion of the academic term abroad.

1. **Application Criteria and Application Deadlines**
2. **Eligibility and Criteria**

Participating students will be nominated by their home university on the basis of the following criteria and final approval rests with the host university:

* Students shall have completed at least one year of full-time university study prior to participation in the Visiting Student Program; and
* Good academic standing as reflected by a Grade Point Average (GPA) of [3.0] out of 4.0, or equivalent.
* Good standing as reflected in the student’s conduct history.
* Ability to satisfy eligibility criteria for immigration sponsorship as required by each host country/institution.
* Students are selected without regard to race, national or ethnic origin, religion, age, sexual orientation, gender, marital status or disability.
1. **Application deadlines**

Non-degree visiting students to should apply to the host institution by:

Fall and full-year [date]

Winter [date]

Spring [date]

1. **Application requirements**

Applications from participants should include:

* Full legal name
* Email
* Address
* Phone number
* Date of birth
* Emergency contacts
* Class standing/year of student at home institution
* GPA
* Proof of English language proficiency
* Statement of purpose
* Proposed courses to take at the host institution
* Official transcript
1. **Program Components**
2. **Housing**

 At SCU:

At [institution]:

1. **Meals**

**For SCU:**

At [institution]:

1. **Airfare**

Airfare is not provided by the host institution.

1. **Insurance**

Both universities will offer basic outpatient health care to all participating students as can be provided by and at their respective university health service. Participating students are required, at their own expense, to carry valid accident and medical insurance with provisions for emergency evacuation and repatriation for the duration of their exchange.

The host university shall help the participating students to enroll in health insurance. All costs of health insurance and any medical expenses that exceed the coverage provided by such insurance shall be borne by the participating student and the student’s family.

**At SCU:**

All non-degree students at SCU will be required to purchase insurance identified by SCU through a mandatory U.S. based health insurance plan for the duration of their stay in the US. Alternative insurance and waivers will not be accepted.

At [institution]:

1. **Immigration sponsorship**

For SCU:

All documents for immigration sponsorship necessary for students to apply for visas must be received to SCU’s International Students and Scholars department by [ISS I-20 Request Deadlines](https://www.scu.edu/globalengagement/international-students/apply-and-getting-started/immigration-process/i-20-request-deadlines/).

Documents include:

* Non-degree Visiting student application
* Official transcript
* Documented English Language Proficiency
* Proof of funding
* Passport information
* Ability to comply with SCU international student insurance requirements

For [institution]:

1. **Accommodation Requests**

Disclosure of any requests for academic accommodations must be made in a timely manner to determine whether there are resources at the host university that may be available to address these expectations.

1. **Orientation**

For SCU:

Mandatory international student orientation, SCU’s International Student Welcome (ISW) will take place prior to the start of the academic term each year.

In addition, visiting students at SCU may participate in orientation program offered by the sponsoring department.

For [institution]:

1. **Academic and Logistical Support**

Both institutions will provide academic and logistical support for students before, during and after the program. Support may include: Review of proposed courses and communication with academic departments to determine qualification or approval; verification of full-time enrollment of students in the host institution; facilitation of communication with departments or faculty regarding grade concerns; communication with host institution regarding issues of student welfare or health issues.

1. **Access to campus facilities**

At SCU:

All Visiting students have access to gyms, pools, and libraries. The Agreement Coordinator is responsible for providing support for access including Access card.

At [institution]:

1. **Access to Academic and Student Programs**

At SCU:

Visiting students may participate in academic programs sponsored by SCU such as global experiences or other local experiential learning programs, if qualified and approved by directors of those programs, as immigration rules allow.

At [institution]:

1. **Course Enrollment**

Non-degree students are required to enroll full time in a course of study. [For the purposes of course enrollment for Undergraduate students, non-degree students are given course registration times equivalent to SCU third-year undergraduates.]

At [institution]:

1. **Transcripts**

Each host institution will send an official transcript to the home institution upon completion of the student’s academic term abroad.

1. **Academic Credit**

Each institution will make its own determination about how to convert grades and contact hours for degree requirements.

1. **Fees and Payments**
* The home institution will provide tuition payment to the host institution for each of its students attending the host institution by the host institution’s regular financial deadlines. [If SCU has specific payment instructions, they may be included here.]
* Participating students are responsible for making their own international and domestic travel arrangements. The associated costs, as well as expenses involving meals, study materials, local transportation, personal expenses, passport, visa application and all other general living expenses are not covered in this Agreement and shall, in the absence of specific funding provided by the student’s home institution be the individual student’s responsibility.
* Student withdrawal fees are subject to the financial withdrawal calendar of the host university.
1. **Agreement Coordinator**

Each institution will provide one Agreement Coordinator who will serve as the primary point of contact for this Agreement.

For SCU this will be:

Name

Title

Email

Phone

For [institution] this will be:

Name

Title

Email

Phone

1. **Confidentiality and Privacy**

Both institutions agree that personally identifying information such as social security numbers and education records of the participating students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable law. The parties are responsible for compliance with their own national legislation regarding the processing and transferring of personal data by or on behalf of each party for the purposes of administering, delivering, monitoring and evaluating the exchange program.

SCU’s Privacy Policy for global programs can be found at <https://www.scu.edu/globalengagement/about/policies-and-procedures/privacy-policy-for-participants-of-scu-global-programs/>

1. **Applicable Laws and Policies**

All education, research and other activities conducted at both institutions pursuant to this Agreement shall be conducted in accordance with the laws, statutes, ordinances, regulations, policies and rules of each country, including without limitation corresponding student conduct and student discipline policies. SCU and [institution] will have the right to terminate participants from the program in accordance with their own policies. Whenever practicable, termination of a participant in the program or other discipline will not occur without prior consultation between SCU and [institution].

SCU and [institution] shall inform participating students that they are subject to policies and laws regarding ownership, assignment and management of intellectual property, including, but not limited to, patents, trademarks and copyright, to the extent such interests and rights arise out of the program or activities covered under this agreement.

1. **Amendment and Termination of Agreement**

This Agreement may be amended through a mutually acceptable written statement. If the Agreement Coordinator should leave the position or become unable to fulfill required responsibilities, a new Agreement Coordinator must be assigned and a new agreement must be signed by the end of the current agreement cycle or this Agreement will automatically terminate.

The parties agree that, in the event any dispute arises between them regarding the interpretation, construction or implementation of this Agreement, they shall make all reasonable and good faith efforts to resolve such matters between them informally and, to that end, shall meet and confer regarding any disputes in a timely manner.

This Agreement will be renewed upon mutual written agreement and may be terminated by either party with at least six month’s written notice.  Any then visiting students will continue until completed.

**12. Notice**

For purposes of this Agreement,any written notices required shall be deemed to have been given after 3 days of dispatching the Notice by courier, postage prepaid, return receipt requested, or sending an email to the email address of the Agreement Coordinator.

**Santa Clara University**

Name:

Title:

Signature:

Date:

**Santa Clara University**

Name: Susan Popko

Title: Associate Provost for International Programs

Email: spopko@scu.edu

Signature:

Date:

**[Institution]**

Name:

Title:

Signature:

Date:

**[Institution]**

Name:

Title:

Email:

Signature:

Date:

Form 8/3/21