



Policy Title: International Agreements Policy

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Responsible Office: Center for Global Engagement

International Agreements Policy BU-PP 530

Policy Statement

Baylor University (“Baylor”) values relationships with institutions of higher education, agencies, and other entities in other countries (“overseas institutions”) that support its mission and provide opportunities for its students, faculty, staff, and other constituencies. Institutional agreements between Baylor and international entities must be prepared, considered for approval, and implemented according to criteria and procedures that provide for mutual benefit, safety, sustainability, and consistency with Baylor’s mission.

Reason for the Policy

Baylor is committed to extending its international relationships while ensuring their quality, safety, legality, and financial sustainability.

Individuals/Entities Affected by this Policy

Baylor administrators and faculty members proposing any activity or affiliation with an overseas institution that should be conducted under a formal agreement.

Exclusions

NONE

Related Documents and Forms

Proposal for Creation or Renewal of an Agreement Between Baylor University and a Foreign Institution

Exchange Agreement Template

University Policies and Documents

[Alternate Work Location Policy](#) (BU-PP 045)

1. International Agreements Policy (BU-PP 530)

[Americans with Disabilities Act](#) (BU-PP 415)
[Baylor University Study Abroad Summer Compensation](#) (BU-PP 745)
[Civil Rights Policy](#) (BU-PP 028)
[Conflict of Interest Policy](#) (BU-PP 800)
[Expectations for Student Organization Service and / or Mission Trips](#)
[Export, Import and Sanction Compliance](#) (BU-PP 041)
[Faculty Development](#) (BU-PP 708)
[Foreign Travel Guidelines](#)
[Global Safety and Security Policy](#)
[Guidelines for Baylor University Mission Trips](#)
 Travel and Entertainment Policies and Procedures
[Missions & Public Life Team Leader Manual](#)
[Policy for Conflicts of Interest in Research and Technology Transfer](#) (OVPR-02) and particularly the section, "Disclosing Foreign Interests."
[Policy on Romantic and / or Sexual Conduct with Students and Supervisees](#) (BU-PP 036)
[Protection of Minors Policy](#)
[Standards of Personal Conduct](#) (BU-PP 023)
[Student Conduct Code](#)
[Student Organization Policy](#)
 Baylor University Study Abroad Program Director Policies
 Baylor University Missions Financial Policies
 Baylor University Missions Student Organization Leader Handbook
[Sexual and Interpersonal Misconduct Policy](#) (BU-PP 022)
[Substantive Change Requirements Policy](#) (BU-AA-203)
[Clery Act Policy](#)
[Clery Notifications Policy](#)

Other Documents

20 U.S.C. 1011f(e), Section 117 of the Higher Education Act of 1965, *Disclosures of foreign gifts*
 Laws of the nation-state with which Baylor is interacting
 34 CFR § 668.5(b) [Written arrangements for study-abroad](#)
 SACSCOC Policy: [Agreements Involving Joint and Dual Academic Awards](#)
 SACSCOC Policy: [Substantive Change Policy, Section on Cooperative Academic Arrangements](#)

Forms and Tools

[Global Safety & Security Forms](#)
<https://www.baylor.edu/risk/doc.php/359089.pdf>

Definitions

These definitions apply to terms as they are used in this policy.

Memorandum of Understanding (MoU)	A preliminary and non-binding framework document, outlining intended areas of cooperation, but not including specific responsibilities of the parties or commitments of resources. These documents explicitly state that commitment of Baylor funds, personnel, facilities, and other resources require additional implementing documentation signed by someone authorized to enter such agreements on behalf of Baylor.
Memorandum of Agreement (MoA)	A contractual agreement that specifies responsibilities of the parties and resource commitments for a stated period of time. An example is a student exchange implementation agreement.

2. International Agreements Policy (BU-PP 530)

Student Exchange Agreement	A form of MoA between Baylor and another educational institution to exchange specific numbers of students during each academic year, usually without exchange of funds for payment of tuition.
Academic Affiliation Agreement	A form of MoA specifying the terms under which students from an academic institution can study abroad at another institution, usually requiring the exchange of funds for payment of tuition.
Faculty Exchange Agreement	A form of MoA between two or more universities to exchange faculty for teaching, research, or other purposes, specifying the terms of cooperation. Typically, compensation is provided by the home/sending university and housing is provided by the host/receiving university.
International Service Agreement	A contractual agreement with an overseas entity to provide services such as housing or transportation.
Cooperative Academic Arrangement	An agreement between a SACSCOC-accredited institution and another entity (or entities) to deliver program content recorded on the SACSCOC institution's transcript as its own, including collaborative agreements with international institutions.
Dual academic award	A student receives instruction at two (or more) institutions in prescribed curricula leading to each institution granting academic awards at the same credential level.
Joint academic award	A student receives instruction at two (or more) institutions in prescribed curricula leading to the institutions granting a single academic award bearing the names, seals, and officials' signatures of each participating institution.

Contacts

Subject	Contact	Telephone	Office email/web site
General Oversight	Center for Global Engagement	254-710-1461	https://www.baylor.edu/globalengagement/
Missions	Office of Missions and Public Life	254-710-3547	missions@baylor.edu https://www.baylor.edu/missions/
Exports	Office of the Vice Provost for Research	254-710-1438	export@baylor.edu

Responsibilities

Vice Provost and Center for Global Engagement (CGE)	Strategic leadership, general direction, support, and oversight of international agreements and programs
Council on Global Engagement	A Baylor committee that consults with the Vice Provost for Global Engagement on priorities for creation and renewal of agreements, selection of international partners, and the operation of existing agreements
Office of Missions and Public Life	Providing leadership and support for Baylor's global mission activities
Office of Institutional Effectiveness	Assuring compliance with SACSCOC policies for Agreements Involving Joint and Dual Awards and Substantive Changes Involving Cooperative Academic Arrangements.
Faculty and staff of academic and administrative units	Initiation of proposals for agreements in their areas of responsibility and fulfillment of responsibilities accepted under those agreements

Office of General Counsel and University Compliance and Risk Services	Vetting proposed agreements and programs for their legality, regulatory compliance, and risk exposure
International Travel Committee	A Baylor committee that reviews safety and security aspects of new or proposed international locations, chaired by the Director of Global Safety and Security and including the Vice Provost for Global Engagement and Directors of Study Abroad and Missions
Office of the Vice Provost for Research	Vetting proposed agreements involving research, including conflict of interest and foreign influence. Assessing agreement and proposed activities for compliance with U.S. Export Regulations.

Principles

Criteria for Approval, Renewal, or Termination of International Agreements

- Support of the mission and strategic objectives of Baylor in teaching, research, global missions, and public service.
- Avoidance of excessive duplication of affiliations in a particular geographic area and academic discipline.
- Evidence of quality of the partner institution.
- Evidence of student and/or faculty interest in participation.
- Financial and institutional sustainability.
- Potential for attraction of external funding.
- Compliance with laws and regulations of the U.S. and other countries involved and mitigation of risk exposure.

Agreements Requiring Review

- General MoUs and MoAs supporting global initiatives and partnerships.
- Cooperative academic arrangements involving student and faculty exchange agreements and academic affiliation agreements.
- Cooperative academic arrangements involving study abroad program provider or service provider agreements.
- International institutional joint centers or research agreements.
- International academic service contracts.
- International dual or joint degree certificate program agreements.
- Any international institutional agreement that involves a commitment of Baylor resources.

Agreements Not Requiring Review

- Informal, non-contractual agreements between individual faculty or staff members who are cooperating in teaching, research, or administration without a substantial

commitment of Baylor resources. However, even in these cases, Baylor faculty and staff are encouraged to report these activities to the Center for Global Engagement for its record-keeping and exploration of potential institutional partnerships.

Procedures

Proposal Preparation

Faculty, staff, and administrators who are considering the formulation of new proposals for institutional international agreements are encouraged to discuss them first with the international specialists in their academic/administrative units (such as the Director of Global Initiatives in the School of Education and the Director of the McBride Center for International Business in the Business School) and then with the staff of the Center for Global Engagement. Based on those discussions, the interested parties should complete the form, "Proposal for Creation or Renewal of an Agreement Between Baylor University and a Foreign Institution,"¹ and submit this to the Center for Global Engagement.

Proposal Review

Depending on the nature of the proposed agreement, the review process may include these and other Baylor offices/officials:

- Vice Provost for Global Engagement and staff in the Center for Global Engagement
- Council on Global Engagement
- Office of Missions and Public Life
- Director of Global Safety and Security
- Department chair(s)
- Dean of the College/School
- Dean of the Graduate School
- Office of the Vice Provost for Research
- Office of General Counsel
- University Compliance and Risk Services
- Office of Institutional Effectiveness

If the institutional review of the proposal is positive, the applicant will work with CGE to finalize the agreement (based on a template in many cases²) that can be signed by authorized parties (such as the Provost) at Baylor and the overseas institution(s). Baylor's Procurement system, currently Total Contract Manager (TCM), should be used to the greatest extent possible for processing final signatures and permitting Baylor to maintain the agreement in the centralized contract database. After final approval and signing, one copy of the fully executed agreement remains with the partner institution, and the other is

¹ See Appendices 1 and 2.

² See Appendix 3.

held by the Baylor sponsoring department. Additionally, a copy of the entire agreement is included in the database maintained by CGE.

Appendix 1 Process for Establishing an International Agreement

If you seek to establish an agreement between Baylor University and an international university or institution, please review the steps below and then fill out the form “Proposal For Creation or Renewal of an Agreement Between Baylor University and a Foreign Institution” and submit this to the Center for Global Engagement at <https://globalengagement.web.baylor.edu/>.

Baylor University has agreements with universities around the world. Perhaps your needs are already addressed in an existing and active agreement. Before starting work on a new MOU, contact the Center for Global Engagement at <https://globalengagement.web.baylor.edu/> to determine if an MOU that fits your specifications already exists.

In partnership with the university or institution, draft an initial agreement that fulfills the needs of what you hope to accomplish. Simultaneously, contact the Center for Global Engagement at <https://globalengagement.web.baylor.edu/> to make the office aware of your intentions and to see what support is available. You may find the Exchange Agreement Template found in Appendix 2 to be helpful.

Once the initial agreement is drafted, secure the approval of your Department Chair and Dean to have the agreement reviewed. Please email your agreement to the Center for Global Engagement at <https://globalengagement.web.baylor.edu/> to start the evaluation process. CGE will facilitate review by the Office of General Counsel and any other relevant units, divisions or schools. Proposals submitted by 1 October will be reviewed by the end of the Fall semester and proposals submitted by 1 March will be reviewed by the end of Spring semester.. MoUs must go through this process to ensure that both the relationship with the outside entity and the agreement itself is consistent with the mission and values of the University. If the language in the MoU requires alteration, a staff person from the Center for Global Engagement will contact you to discuss recommendations. The Sponsor is responsible for notifying the external university or institution of any proposed changes to the draft agreement.

When the text of the agreement is finalized, it must be signed by the Provost of Baylor University and the comparable person authorized to enter into contractual agreements on behalf of the outside university or institution before it is considered active. The Center for Global Engagement will submit the agreement into TCM in order to obtain all necessary signatures from all parties to the agreement.

After final approval and signing, one copy of the fully executed agreement remains with the partner institution, and the other is held by the Baylor sponsoring department. Additionally, a copy of the entire agreement is included in the database maintained by CGE.

Appendix 2 Proposal for the Creation or Renewal of an Agreement Between Baylor University and a Foreign Institution

Name of Sponsor:

Department and School of Sponsor:

Foreign Institution:

Briefly describe the purpose(s) for this agreement (e.g., student exchange, visiting faculty, COIL, research collaboration), including a timeline and an estimate of resources needed to accomplish these purposes:

Will this agreement be supported by any external funds? If so, please specify the source and amount of these funds.

Approval of Department Chair

Date

Approval of Dean

Date

Please attach the initial draft agreement to this form and email in to:

<https://globalengagement.web.baylor.edu/>

Appendix 3 Exchange Agreement Template

EXCHANGE IMPLEMENTATION AGREEMENT BETWEEN BAYLOR UNIVERSITY AND

_____ UNIVERSITY

I. PROGRAM OBJECTIVES

Baylor University and _____ University (_____), recognize that collaborative cross-national efforts are vital to the academic advancement, cultural appreciation, educational development, and mutual understanding between our two countries, and that each university is fully accredited at the national level, and therefore maintains high academic and professional standards.

Baylor University and _____ hereby enter into a relationship:

- to foster academic development and multicultural appreciation at each institution;
- to promote the exchange of students;
- to promote efforts by each institution to serve as an intermediary in gaining access to data sources and published materials needed by the other;
- to develop interactive course instruction from either campus and the joint development of support programs;
- to promote the exchange of materials published at the respective universities and collaborative research in areas of mutual interest for publishing joint authorship;
- to make good faith efforts to negotiate supplemental agreements for the development of programs or projects in specific areas of mutual interest, detailing specific budget and relevant matters.

In recognition of the mutual benefits of scholastic interaction between them, and in the spirit of mutual cooperation and understanding, Baylor University ("Baylor"), located at One Bear Place, Box 97012, Waco, Texas 76798-7012, United States of America, and _____ located at _____, agree to this Exchange Implementation Agreement ("Agreement") for the purpose of a reciprocal hosting of exchange students ("Exchange Students"). (Baylor and _____ are individually "Party" and collectively "Parties").

For the purposes of this Agreement, the Party sending students shall be referred to as the "Home Institution." This is the university where the student is seeking a degree and from which the student intends to graduate.

For the purposes of this Agreement, the Party receiving students shall be referred to as the "Host Institution."

In this Agreement unless the content shall otherwise imply, "exchange" shall mean a one-for-one exchange of students from each university, "students" shall mean full-time, non-degree students participating in the exchange implemented herein.

II. ACADEMIC PROGRAM

A. The student exchange program will be open to undergraduate (and graduate students) with the provision that exchange students must have completed at least one year of continuous study at the Home Institution before the exchange year. Students must be in good standing (financial, academic and student conduct) at their Home Institution before and during the entire time at the Host Institution.

B. Exchange Students are expected to take a full-time course load, which is defined as twelve (12) or more credit hours on the U.S. system or its equivalent at _____, unless an exception is granted by prior mutual agreement. (For Graduate students, a full time course load is defined as nine (9) or more credit hours.)

C. _____ students will be required to submit to Baylor University the following documents:

1. a transcript;
2. proof of English language proficiency based on current published standards (available for review on Baylor international students admissions website);
3. Baylor Health Form;
4. online Admissions application;
5. other documents (i.e. housing, academic advising, arrival, immigration, etc.)

D. Baylor students must fulfill the following requirements for admission to _____:

1. General Admission Requirements. The Baylor candidates for the student exchange program at _____ must have completed at least one year of study at Baylor University and should have an overall GPA of at least 3.0 (on a 4.0 point system) with no failing grades.
2. Language Proficiency:
The candidates for the student exchange must meet the language proficiency requirements:
 - If studying in a _____ **speaking program**: students are required to have a good level of spoken and written _____ communication and comprehension, and should have successfully completed at least one advanced college-level _____ course with a grade of B+ or above.
 - If studying in the **English speaking program**:

For non-native speakers:

* Undergraduate level: a 540 TOEFL score is recommended

* Postgraduate level: a 550 TOEFL score is recommended

For native speakers: no specific requirements

- E. The parties will exchange information about program dates, course offerings, and other details as soon as they are available, providing program dates at least 120 days prior to the commencement of each academic semester, and providing information on course offerings at least 60 days before each academic semester.
- F. The Host Institution will guarantee space in the Program for the Exchange Students. The Parties agree to a target of parity for the number of Exchange Students within three (3) years of the execution of this agreement and within any three (3) year period thereafter. In order to implement the agreement, a table of equivalencies has been established as follows:

2 Summer students = 1 Semester student

1 Semester student = 1 Semester student

Summer classes offered at both institutions will be available for exchange students.

In exceptional cases, and only with the written agreement of the Parties, an imbalance in the number of exchanged students will be permitted in any one academic year. In this case, the Party that has sent fewer students will be eligible to send additional students, equal to the deficit, in subsequent academic years as negotiated by the Parties. There shall be an annual review of numbers to ensure that a balance is maintained.

- G. The Home Institution of each Exchange Student will approve the course of study to be undertaken at the Host Institution prior to departure of the Exchange Student.
- H. No later than six (6) weeks following the end of each academic semester, the Host Institution will forward a transcript of the courses and grades received by each Exchange Student to the Home Institution. The Host Institution will attempt to expedite this process when requested by the Home Institution (when grades are needed quickly, for example, for graduation candidates). The Home Institution agrees to accept the course credit the Exchange Student earned at the Host Institution.
- I. 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.
- J. The Host Institution shall have final authority on admission decisions into the Exchange Program it is hosting. K. Eligibility for student participation in this exchange will be determined without regard to race, color, national origin, ethnicity, citizenship, age, sex, disability, genetic information, or the refusal to submit to a genetic test, past, current, or prospective service in the uniformed military service, or any other characteristic

protected under applicable law of the Parties except as otherwise provided under the Policies of either university. Baylor's policies on non-discrimination are in the [Civil Rights Policy](#) (BU-PP 028). The non-discrimination policy of _____ is in _____.

III. ADMINISTRATION OF PROGRAM

- A. Each Party will appoint a director who will be responsible for the coordination and administration of the Program ("Director"). For Baylor University, the Director is the Vice Provost for Global Engagement. For _____, the current Director for International Relations is _____.
- B. Upon request by the Home Institution, the Host Institution shall share with the Home Institution information and material requested by the Home Institution in order for the Home Institution to determine the academic credit to be granted for courses completed at the Host Institution, e.g., requirements for exchange students, academic offerings and course details, including structure, credit ratings and levels and grading systems.
- C. Faculty and/or administrators from the Home Institution may make periodic on-site visitations, at the Home Institution's expense, to the Host Institution.
- C. The Host Institution is responsible for compliance with applicable laws and regulations associated with supervision of and support for the Exchange Students comparable to those normally provided to its own students of the same academic level in the department to which a particular student is assigned.
- D. The Host Institution will assist Exchange Students with appropriate student support including orientation, social programs and assistance in finding appropriate on-campus housing accommodations. Additionally, the Host Institution will provide student support services and academic counseling for all Exchange 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. Each Home Institution will actively market the Program on its campus and recruit students to participate.
- F. Each Home Institution will provide registration services for Exchange Students, including financial aid counseling and services as appropriate.
- G. Each Home Institution will provide pre-departure orientation for Exchange Students. Each Host Institution will cooperate in providing information to the Host Institution for the purpose of the pre-departure orientation.
- H. The Host Institution shall provide exchange students with visa assistance, including but not limited to required forms, letters or other documentation required by Host country's immigration laws for the exchange students to enter the Host country. Each Individual Exchange Student will be responsible for his / her compliance with the immigration laws of the Host country. Students may be denied access to and/or removed from the Host Institution based on the Host Institution's determination that the individual student is noncompliant with laws and policies regarding access to the Host country.

12. International Agreements Policy (BU-PP 530)

IV. EXCHANGE STUDENTS

- A. The anticipated enrollment pursuant to this Agreement is not more than two (2) Exchange Students per academic semester for a maximum total of two (2) semesters. By mutual written agreement these limits may be adjusted.
- B. Normally, the duration of the exchange will be of one semester, but exchanges of one academic year will be permitted if approved by both parties.
- C. In addition to the exchange students, students from each university may study at the other, on the basis of mutual written agreement and on a tuition-paying basis.
- D. The Parties may limit the number of Exchange Students each semester based on the availability of openings and the number of qualified applicants interested in participating in the Program.
- E. Students will be selected by their Home institution as nominees to the Host Institution, and the Home Institution will provide a list of students nominated for participation during the upcoming academic semester. These nominations and the supporting student applications normally will be provided to the Host Institution at least twelve (12) weeks prior to commencement of the academic semester, but later nominations and applications may be allowed by mutual consent. The Host Institution reserves the right to approve nominated students, and will notify the Home Institution of its decisions as soon as possible, but normally no later than eight (8) weeks prior to commencement of the academic semester.
- F. Eligibility requirements for Exchange Students may be determined by mutual written agreement between the institutions. In nominating Exchange Students the following guidelines shall apply:
 - 1. The exchange students must satisfy all admission requirements, including the language proficiency requirements of the Host Institution.
 - 2. The exchange students may apply to any undergraduate (or graduate) program offered by the Host Institution as full-time non-degree students at a level determined by the Host Institution. The Host Institution reserves the right to exclude students from restricted enrollment programs.
 - 3. Any academic credit earned at the Host Institution shall be transferred to the Home Institution in accordance with procedures determined by the latter.
 - 4. Upon completion of the exchange program at the Host Institution, the exchange students must return to the Home Institution. Any extension of stay must be approved in writing by both Institutions and be in compliance with immigration laws.
 - 5. The exchange students will be subject to the same assessment procedures for the course in which they are enrolled as students of the Host Institution.

- G. Exchange Students shall have the same privileges and shall enjoy the same medical, sports, recreational, academic support, library and other amenities and facilities as other students enrolled at the Host Institution to the extent permitted by law.
- H. Exchange Students shall be subject to the policies, rules, regulations and codes of conduct of the Host Institution and the Host Institution may discipline Exchange Students in accordance with the Host Institution's policies, rules, regulations and codes, up to and including dismissal from the Host Institution program (expulsion / no trespass order). The Home Institution also reserves the right to discipline its own Exchange Students under the policies, rules, regulations and codes of conduct of the Home Institution upon the Exchange Student's return to the Home Institution up to and including dismissal from the Home Institution program (expulsion / no trespass order). Neither Party has standing to object to the other Party's actions taken under this Section. The Parties agree that there will be no replacement for students who do not complete an exchange.
- J. Academic Year

The academic calendar of Baylor University extends from late August to the middle of December (Fall Semester), the middle of January to the middle of May (Spring Semester), and the middle of May to the middle of August (Summer term). The academic calendar at _____ works on the following pattern:

V. TUITION AND FEES

- A. The Exchange Programs established under this Agreement shall operate on a reciprocal, non-currency basis. Exchange Students will pay their normal tuition and fees at their Home Institution and the Host Institution will waive tuition and fees for the Exchange Students it receives.
- B. The Parties will establish written procedures and timetables for timely transfers of funds.
- C. Each Party's tuition, fees, and charges are subject to modification in the sole discretion of each Party.

VI. EXPENSES OF EXCHANGE STUDENTS

Individual Exchange Students will be responsible for paying all costs of passport and visa costs, travel, housing, food, subsistence, medical insurance and health costs, textbooks and other educational materials and special course fees, financial certification acceptable to the host institution, language certification costs, personal and other miscellaneous expenses including all debts and incidental expenses incurred during the course or as the result of participating in the Exchange Program. Any refund for housing, meal plans or other fees shall be determined by the host institution policies as applied to all other withdrawing students.

VII. HEALTH INSURANCE

- A. Before an Exchange Student's departure from the country where the Home Institution is located, the Home Institution will require the Exchange Student to have medical insurance or equivalent access to medical services valid for use both while traveling to and from the Host Institution and while studying at the Host Institution, to cover the Exchange Student during the entire period of his/her participation in the Program. The Home Institution will provide proof of such insurance to the Host Institution prior to the Host Institution accepting the student.
- B. The Host Institution agrees to make emergency medical services available to each Exchange Student comparable to those normally provided to its own students of the same academic level in the department to which a particular student is assigned. Any costs for such services shall be borne by the Exchange Student receiving such services.
- C. In the event of an emergency, the host institution shall notify the home institution as soon as it becomes aware of such situation.

VIII. NON-EXCHANGE STUDENTS

Non-Exchange Students, as provided above in IV (C), from each university may study at the other only by mutual written agreement.

IX. MODIFICATIONS

This Agreement may only be amended, extended, or revised by mutual written agreement signed by both Parties. A Party that desires to amend, extend, or revise this Agreement should notify the other Party with six (6) month's written notice to the other.

X. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. Each Party agrees to defend, indemnify and hold harmless the other Party (to include their trustees, officers, subcontractors, assignees, appointees, agents, or employees) from and against any and all liability, loss, expense, or claims for injury or damages, including reasonable attorney's fees, that such Party may suffer, sustain, or become subject to as 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 the Party being required to provide the indemnification (to include its trustees, officers, subcontractors, assignees, appointees, agents, or employees.)
- B. Insurance Requirement. Each Party shall procure and maintain, until all its obligations are discharged and/or are satisfied under this Agreement, its own liability insurance or liability coverage in the amounts identified in the Exhibit XX and XX. Each Party waives all rights of subrogation against the other Party for matters identified in Section X.A. of this Agreement (*Note to person drafting this contract for Baylor. Contact Risk and Compliance for the insurance requirements*)

XI. REPRESENTATIONS AND WARRANTIES

Baylor and _____ each represent and warrant that it has the legal capacity to enter into this Agreement.

XII. MISCELLANEOUS

15. International Agreements Policy (BU-PP 530)

- A. No agency. Nothing herein 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 employment legal relationship is intended by this Agreement. The Parties agree that neither Party shall have control over the day-to-day operations of the academic programs contemplated herein at the other Party. Each Party shall control the manner, means and methods of the performance of its obligations under this Agreement.
- B. Compliance with laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.
- C. Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58). By agreeing to this binding Agreement, the Parties:
- a. certify that they have not paid kickbacks directly or indirectly to any employee of the other Party for the purpose of obtaining this or any other Agreement, purchase order or contract from the other Party; and
 - a. agree to cooperate fully with any government agency investigating a possible violation of the Act.
 - c. Furthermore, both Parties recognize and agree to comply with their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1), which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
- D. Use of logos, marks and other intellectual property. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express prior written permission of the other Party. For Baylor, the written approval must be obtained from Baylor's Collegiate Licensing Office. The use of any Baylor Marks must comply with the Baylor's requirements including using the ® indication of a registered trademark where applicable.
- E. 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 thereby.
- F. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein 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.
- G. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the Party, or failure or delay in delivery by suppliers or delays in transportation.
- H. Non-Assignment. Neither Party shall have the right to assign this agreement any duty or responsibility arising hereunder without the prior written consent of the other Party.

- I. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. The signatures of any Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. It is further agreed that a signature transmitted electronically or by fax shall be acceptable and binding and shall be treated for all purposes in the same manner as an original signature.
- J. Governing Law. The laws of the State of Texas (U.S.A.) shall govern the interpretation and application of this Agreement. The Parties shall consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this Agreement. In the event that informal attempts at resolution are not successful, the Parties agree that all claims or actions related to, or arising out of, activities described in the agreement shall be brought only in the courts or administrative forums of the State of Texas.
- K. GDPR. Baylor is subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when the University is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. The Host Institutions acknowledges and agrees that it is acting as a "processor" of "personal data" for the University under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. The Host Institutions represents and warrants that (1) it is aware of and understands its compliance obligations as a "processor" under GDPR; (2) it has adopted a GDPR compliance policy/program, a copy of which has been provided to the University; (3) it will process "personal data" only in accordance with the University's instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR to the same extent as required for the University. Additionally, the Host Institutions shall indemnify and hold the University, its trustees, officers, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by the Host Institution.

XIII. TERM AND TERMINATION

- A. This Agreement shall be in effect from the time of final execution by both institutions and shall remain in force and effect for a period of five (5) years ("Term") unless and until either Party notifies the other in writing of its intent to terminate prior to expiration of the Term. Written notice of termination must be provided to the Director who will be responsible for the coordination and administration of the Program. Notice of Termination must be at least thirty (30) days in advance of the stated termination date.
- B. Termination of the Agreement will not prejudice an Exchange Student who is already at the Host Institution, and whose approved program of study extends beyond the termination date, and such Exchange Students shall be allowed to complete his or her program of study to the extent that the student(s) are otherwise qualified to continue in the Program.

XIV. AUTHORIZATION

17. International Agreements Policy (BU-PP 530)

The persons executing this Agreement on behalf of Baylor University and _____ represent that they are duly authorized to do so and intend to be legally bound to the terms and conditions by affixing their signature hereon.

Executed on the _____ day of _____ 20 .

Name

Title

Name of School

Date: _____

Nancy Brickhouse, Ph.D.

Provost

Baylor University

Date: _____