AGREEMENT FOR RECIPROCAL STUDENT EXCHANGES
BETWEEN

THE UNIVERSITY OF MARYLAND
COLLEGE PARK, MD, U.S.A.

AND

THE UNIVERSITY OF HAIFA,
HAIFA, ISRAEL

This Agreement, effective as the date of last signature below ("Effective Date"), is entered into by and between the University of Maryland ("UMD"), a public agency and instrumentality of the State of Maryland located in College Park, Maryland, USA, and the University of Haifa ("UOH"), a public institution of higher education located in Haifa, Israel.

A. Purpose: The purpose of this Agreement is to enable students from the home institution to enroll in courses and participate in student life, but not to pursue a degree at the host institution. These privileges extend to the nominated and admitted exchange students and not to any family members who may accompany them.

B. Definitions:

1. "Academic year" in the context of UMD spans from late August to the middle of May of the following year. "Academic year" in the context of UOH spans from October to June of the following year.

2. "Semester" in the context of UMD refers either to the "Fall Semester," which commences in late August and ends in the middle of December, or "Spring Semester," which commences in late January and ends in the middle of May. "Semester" in the context of UOH refers to either Fall Semester, which commences in October and ends in January, or Spring Semester, which commences in February and ends in June.

3. "Home institution" refers to the higher education institution at which a student is officially enrolled as a degree candidate.

4. "Host institution" refers to the higher education institution that has agreed to receive students from the home institution for one or two semesters as credit-earning, non-degree students.

C. Selection of Students
1. Beginning in UMD's Spring Semester of Academic Year 2013-2014 and continuing for each subsequent year for the duration of the Agreement, it is the parties' intention to exchange a maximum of two semesters' worth of students. The parties may increase or decrease the maximum number of semesters at any time by mutual written agreement.

   a. It is the parties’ desire that an equal number of semesters will be exchanged between the two institutions by the end of the Agreement. Every effort will be made to maintain a balanced exchange from year to year.

   b. It is recognized that circumstances may preclude an equal exchange of semesters in a particular year. Any such imbalances may be carried over from one Academic Year to the next Academic Year. Every effort will be made in the following year to restore the balance.

   c. Either institution may refuse admission to additional incoming exchange students until the semester exchange balance is restored.

2. This exchange is open to all undergraduate students from each university, with the possibility of accepting graduate students from UOH. Both universities recognize that courses in some academic areas may be restricted. In these instances, the host university will inform the home university as early as possible of such restrictions and work with the home university to find alternatives.

3. Exchange students must meet the admission requirements of the host institution. Qualifications will include academic capabilities and standing, scholarly interests, communication skills and competency in the host institution's language. The language of instruction at UMT is English. The language(s) of instruction at UOH is/are Hebrew and English.

4. After screening students for eligibility, the home institution will forward to the host institution by an agreed upon date prior to the date of intended enrollment at the host institution a list of recommended applicants and their application materials and, if required, qualifications.

5. The host institution shall have final authority on admission decisions. The host institution will forward to the home institution by an agreed upon date prior to the date of intended enrollment at the host institution the list of students it has selected.

6. The host institution will issue an invitation to the home institution and to each student that it has selected. The student must accept this invitation in writing as a condition of receiving assistance on immigration matters from the host institution. The home institution must acknowledge receipt of the acceptance of the offer by the student.

D. Academic Program

1. Exchange students will enroll as non-degree, credit-earning students at the host institution. Each student shall enroll in at least that number of course credits that qualifies the student as having full-time status each semester during the exchange.

2. The host institution will provide at least four months in advance of the semester course descriptions and, to the extent possible, syllabi to the students and their home institution academic advisors to assist them in selecting courses and deciding whether academic courses taken at the host institution are acceptable to the home institution and whether credits earned at the host institution may be transferred to the home institution. The host institution will also make every
effort to provide students and their home institution advisors information on courses in other disciplines that may be available to exchange students.

3. If an exchange student voluntarily withdraws from enrollment at the host institution after the beginning of classes at the host institution, the student will be considered to have completed the exchange program with the host institution, and the planned duration of the exchange will be counted toward the semester exchange balance, although the student will not receive academic credit. There will be no replacement for an exchange student who voluntarily withdraws after the beginning of classes at the host institution.

4. Except as set forth in this Section and Section D.8 below, exchange students will be subject to the academic and conduct policies of the host institution throughout their exchange. The host institution reserves the right to dismiss any student whose academic standing or conduct warrants such action. In addition, the home institution reserves the right to hold its students accountable during the exchange to its own academic and conduct policies. When practicable, the institutions will inform each other before taking final action that substantially effects a student's continuation in the exchange. If a student is dismissed for disciplinary or academic reasons before the end of the Academic Semester or Year then in effect, the student will be considered as having completed the exchange program with the host institution, and the planned duration of the exchange will be counted toward the semester exchange balance, although the student will not receive academic credit. There will be no replacement for a dismissed exchange student.

5. The host institution will provide academic achievement reports for all exchange students, normally in the form of a transcript, to the home institution. Any student who files a written request for a transcript before the final examination period begins at the host institution will receive that transcript no later than six weeks from the last day of final examinations at the host institution.

6. The home institution may grant credit for courses completed at the host institution in accordance with the home institution's policies and procedures.

7. The rights to and ownership of any intellectual property and/or data that exchange students may develop, conceive, create or collect during their stay at the host institution will be subject to negotiation between the two institutions.

8. UMD will secure written authorizations from its students and exchange students that allow both institutions to provide information protected from disclosure under the Family Educational Rights and Privacy Act to one another.

E. Student Responsibilities and Expenses

1. Exchange students will register at their home institution and pay tuition and fees of their home institution to their home institution; they will be exempt from paying host institution tuition to the host institution. Exchange students will not be responsible for paying academic, course or other fees to the host institution. Students coming to UMD will be responsible for paying the UMD student activity fee; the amount of this fee will be communicated to the home institution at least four months prior to the beginning of the Academic Year.

2. Exchange students will be personally responsible for purchasing and maintaining throughout the exchange any health/medical insurance required by the host institution. The host institution will assist incoming participants in identifying available health insurance options. The host institution
may require exchange students who purchase private insurance to document that coverage, and reserves the right to approve or reject that coverage. All such insurance policies shall include repatriation and remains coverages.

3. Exchange students will be solely responsible for paying their own international travel, local transportation, housing, food, books, supplies, and all related costs, as well as all other living and entertainment and cultural expenses. Neither UMD nor UOH will be responsible for any of these costs.

4. Exchange students will be responsible for familiarizing themselves with and abiding by the regulations and performance standards of the host institution, as well as with the customs and laws of the host institution country. The host institution will assist exchange students in understanding local regulations and customs. The host institution will inform exchange students where students may locate or how they may acquire a copy of host institution policies.

F. Host Institution Responsibilities

1. The host institution will assist exchange students, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country. In order to comply with U.S. government regulations, students coming to UMD will be required to provide to UMD proof of liquid finances sufficient to cover all expenses described in Section E for their exchange. Upon satisfactory submission of all required documentation, the UMD Office of International Services will provide the student with a DS 2019 form to apply for a J-1 Exchange Visitor Visa.

2. The host institution will allow exchange students to participate in pre-academic courses or programs that the host institution offers to foreign students, should space allow and provided the exchange students pay the published price for such participation. The host institution will provide exchange students with a host institution identification card, or the equivalent thereof, and an orientation to the host institution and its local environs.

3. The host institution will assist exchange students in identifying appropriate housing but will not be responsible for providing housing unless otherwise agreed to in writing with the home institution.

4. The host institution will provide appropriate support services, including emergency assistance, commensurate to those services it provides for home institution students. In the event an exchange student gives notice of a need for accommodations due to a disability, the host institution will provide accommodations in accordance with applicable laws and regulations; the home institution will cooperate with the host institution to identify funding available from the home institution or home country that can be applied to student’s exchange.

G. Agreement Duration

1. This Agreement shall commence on the Effective Date, first set forth above, and expire three (3) years thereafter unless earlier terminated or renewed under this Section.

2. The parties shall review activities conducted under this Agreement in the second year of each three-year period, for the purpose of deciding what, if any, modifications to make to this Agreement and/or to the program. The review will also assess the parties’ success in achieving the semester balance up to the date of the review. The parties’ representatives will prepare a joint report to be provided to both institutions.
3. The parties may renew this Agreement for additional three-year terms by mutual written agreement.

4. Either party may terminate this agreement by providing written notice of termination to the other party, signed by a designated official of the party initiating termination, at least six (6) months prior to the termination's effective date.

H. General

1. The relationship between UMD and UOH is that of independent contractors. Neither institution is nor shall be deemed to be a partner or agent of the other, and neither institution shall represent itself as such.

2. Neither institution shall be liable for the acts or omissions of the other institution, or its employees, agents or students.

3. Both parties subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin. The parties shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of students that violate principles of nondiscrimination.

4. All activities and interactions during the exchange must comply with United States export control laws and regulations, including the Export Administration Act and Regulations and the Arms Export Control Act and International Traffic in Arms Regulations. These regulations govern the transfer of technology, software and equipment to foreign nationals, and may prohibit exchange students from receiving certain types of information or participating in particular research projects in particular situations at the host institution. Additional information about these laws is available through http://www.bis.doc.gov/seminarsandtraining/seminar-training.htm and http://www.umresearch.umd.edu/ORAA/export_control_guidance/.

5. Each party will identify by written notice to the other party the office that has primary responsibility for the administration of programs conducted under this Agreement at that institution, and the person at that institution who is responsible for administration of these programs. Each party may modify its office or primary contact information by written notice to the other party's primary contact.

6. Notices required to be given by either party to the other under this Agreement shall be in writing, and shall be delivered by (a) email with documentation of receipt, (b) facsimile with documentation of delivery, (c) air mail, postage prepaid, or (d) any express transportation company, postage prepaid. Notices will be effective upon receipt.

7. All activities conducted under this Agreement are subject to and contingent upon the availability of funds.

8. This Agreement may be executed in multiple counterparts exchanged by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original but together shall constitute one and the same agreement.
9. This Agreement may only be modified by written agreement, signed by authorized representatives of each party.

Accepted and agreed to:

University of Maryland

By
Wallace D. Loh
President

April 24, 13

Date

University of Haifa

By
Amos Shapira
President

By
Professor David Faraggi
Rector

Date

UNIVERSITY OF HAIFA