AGREEMENT ON EXCHANGES OF STUDENTS BETWEEN

TUFTS UNIVERSITY AND THE UNIVERSITY OF CHILE

This Agreement is made this 3154 day of October 2007 between Tufts University, Medford, Massachusetts, USA ("Tufts University") and the Universidad de Chile, Santiago, Chile ("University of Chile").

WHEREAS, Tufts University and the University of Chile desire to continue their exchange program (the "Program") on the terms and conditions set forth in this Agreement:

NOW, THEREFORE, Tufts University and the University of Chile hereby agree as follows:

1.0 PROGRAM STUDENTS

- 1.1 The University of Chile shall reserve space for fifteen or more Tufts University students each fall semester ("Segundo Semestre"; August to December). The students will have the option of remaining at the University of Chile for the following semester ("Primer Semestre"; March to July).
- 1.2 Tufts University will accept one student from University of Chile for one academic year. It is understood that the students for Tufts University will study at the University of Chile for one or two semesters, whereas the student from the University of Chile will study at Tufts for two semesters (constituting one academic year).
- 1.3 Tufts University shall notify the University of Chile of the number of students selected by Tufts University to participate in the Program on or about April 1 of each year for the following academic year. There is no minimum number of students which Tufts University must send each semester or academic year.
- 1.4 Tufts University shall set the admissions criteria and select from the applicants each group of Tufts University students to attend the University of Chile. Exchange students from Tufts University will be registered at the University of Chile as "alumnos libres internacionales." Exchange students from Tufts University are expected to follow a full-time course of study at the University of Chile.
- 1.5 The University of Chile shall set the admissions criteria and select from the applicants one University of Chile student to attend Tufts University for an academic year. Exchange students from the University of Chile will be registered at Tufts University as non-degree students in the College of Special Studies. Exchange students from the University of Chile are expected to follow a full-time course of study and will register for courses, as all Tufts students do, on a space-available basis.



1.6 Each institution agrees to provide full-time university level instruction for each student taking part in this exchange. In the event of the suspension of classes for any reason at either institution, the host institution will arrange for alternative instruction and evaluation by qualified personnel to allow the exchange students to complete their courses and receive grades and academic credit. These services will be provided by the host institution at no cost to the students or the home institution.

2.0 STUDY PROGRAM

- 2.1 Each student shall select appropriate courses at the host institution in consultation with academic advisors of both home and host institutions. Depending on the study program, language requirements and/or other prerequisites shall be imposed.
- 2.2 The host institution shall evaluate the academic performance of each student according to its standards and shall send to the home institution the academic record/transcript of each exchange student as set forth in section 6.0. The home institution may give credit to each student according to its policies.

3.0 PROMOTIONAL MATERIALS

3.1 Each institution will provide to the other current catalogs, informational brochures, and other materials to assist in promoting the Program to prospective students. Each institution agrees to use its best efforts to promote the Program and recruit students.

4.0 FEES AND TUITION

4.1 The University of Chile agrees that one full-year exchange student (or two one-semester exchange students) from Tufts University shall pay no application, matriculation, tuition, examination or other fees to the University of Chile. For each other Tufts student enrolled at the University of Chile, Tufts University agrees to pay the University of Chile the sum of Two Thousand Dollars (U.S. \$2,000) per semester. This sum covers educational costs for up to four courses. (This amount may be adjusted by the University of Chile from time to time, with at least six months prior written notice to Tufts University. In exceptional cases, a student may take a fifth course, for which Tufts University will pay the University of Chile a reduced fee according to the number of credits of said course. A matriculation fee of One Hundred and Fifty Dollars (U.S. \$150.-) will be charged by the University of Chile per semester per participating student, regardless of the number of courses for which the student is registered. Tufts University agrees that the full-year exchange student from the University of Chile shall pay no application, matriculation, tuition, examination or other fees to Tufts University.

5.0 HOUSING AND BOARD

Tufts University through the Resident Director of its Tufts-in-Chile Program will arrange and pay for housing and meals for its participants. Tufts students shall have access to eating facilities on the same basis as are available to other students at the University of Chile.



Tufts University will reserve and pay for dormitory housing (single room) for the student from the University of Chile and will provide the student with funds to purchase a full board plan (20 meals per week during each semester while classes are in session).

6.0 GRADE REPORTS

6.1 Each institution will forward to the other institution grade reports in a timely manner sufficient to enable students to progress without undue delay toward fulfillment of degree requirements.

7.0 STUDENT PRIVILEGES AND ACTIVITIES

7.1 Program participants will have access, on the same basis and at the same cost, to all of the privileges and activities enjoyed by other students at the host institution.

8.0 ACADEMIC AND DISCIPLINARY RULES

- The academic requirements of each institution shall be respected and a copy of all current applicable policies covering matters of academic responsibility and social discipline will be provided by each institution to the other institution upon the execution of this Agreement. Any changes in such policies shall be forwarded to the other institution within 30 days after any change.
- In the unlikely circumstance that the host institution determines that a student is deemed unsuitable for the Program due to a violation of its academic or social policies, the host institution may, after consultation with the home institution, remove the student from the Program. Any consultation concerning the removal of a Tufts student shall be held with the Director of Tufts Programs Abroad. Any consultation concerning the removal of a University of Chile student shall be held with the Director of International Relations.
- In the unlikely circumstance that the home institution determines, in its sole discretion, that one of its students should be removed from the Program due to health, safety or other reasons, the home institution may, after consultation wit the host institution, remove the student from the Program. In the event, the host institution will make its best efforts to enable the students to be evaluated for grades and credits whenever possible.

9.0 RESIDENT DIRECTOR AND PROGRAM STAFF

9.1 Tufts University will provide a Resident Director who will be the Tufts University representative at the University of Chile responsible to the on-site administration of the program. Tufts University may also provide additional staff under the supervision of the Resident Director who will assist him or her with special issues affecting students in the Program. The University of Chile will provide office space to the Resident Director of the Tufts-in-Chile program at no charge to Tufts University.



10.0 RECIPROCITY OF EDUCATIONAL MISSIONS

10.1 Each institution, at its discretion, shall undertake acts of reciprocity as will further its educational mission for the creation of knowledge, education of students, and services to community.

11.0 USE OF INSTITUTIONS' NAMES

Neither Party shall use the other institutions' name or insignia or any variant thereof, or any name that is likely to suggest that it is related to the other institution in any form of printed or electronic publicity or public disclosure without first obtaining the written consent of the other institution; provided, however, that each institution may refer to the Program and identify the other institution in material customarily prepared to describe academic programs and course offerings.

12.0 TERM AND TERMINATION

- 12.1 This agreement shall take effect on the first day of September 2007 and shall terminate on the thirty-first day of August, 2010.
- 12.2 Either party has the right to terminate this Agreement upon written notice to the other. The termination shall be effective at the end of the academic semester then in session.

13.0 ENTIRE AGREEMENT: MODIFICATION

13.1 This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

14.0 RELATIONSHIP OF THE PARTIES

14.1 This Agreement shall not be construed to create a relationship of partners or agents as between the parties. The parties to this Agreement are acting as independent contractors.

15.0 NOTICE

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given on the date personally delivered or on the second business day after it has been received by a commercial air courier service for delivery to a party at its address as follows:

To Tufts University

Sheila P. Bayne Associate Dean for Programs Abroad Tufts University Dowling Hall



Medford, MA 02155, U.S.A.

With a copy to:

Office of the General Counsel Ballou Hall Tufts University Medford, MA 02155, U.S.A.

To the University of Chile

Director of International Relations Av. Libertador Bernardo O'Higgins 1058, off. 106 Santiago, CHILE

Or to such other addresses as may be hereafter designated by written notice given by the addressee.

16.0 NON-ASSIGNMENT

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

17.0 APPROVAL

17.1 This Agreement shall become effective upon approval and signature by the parties' authorized representatives named below.

IN WITNESS WHEREOF, the authorized representatives of both parties have executed two copies of the Agreement.

TUFTS UNIVERSITY

Jamshed Bharucha

Provost and Senior Vice President

10-31-07

UNIVERSITY OF CHILE

Victor J. Pérez

Rector

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