Memorandum of Agreement
Between
The George Washington University,
Washington, D.C., USA
and
University of Chile
Santiago, Chile
for
Student Exchange
2006-2008

The George Washington University (GW), a congressionally-chartered, not-for-profit corporation located in Washington, DC, USA, and University of Chile (UC), the oldest and largest Chilean public institution of higher learning located in Santiago, Chile, out of a desire to promote academic exchange, hereby institute a cooperative agreement in order to establish a program of student exchange and collaboration for a period of three years, commencing with during the 2006 calendar year\(^1\) and continuing through the 2008. This Memorandum of Agreement (“Agreement”) shall include the following features:

1. Duties and Obligations:

1.2 Both GW and UC agree to an exchange of undergraduate students from the other institution on a non-degree basis. For every two (2) GW undergraduate exchange students that UC receives annually, GW will accept one (1) UC undergraduate exchange student, up to a total of eight (8) GW undergraduate exchange students and four (4) UC undergraduate exchange students per academic year.\(^2\) GW and UC agree that, should an imbalance occur in a given academic year, wherein one institution sends more students than agreed upon herein, such imbalance will be addressed within the following academic year. Neither host institution is obligated to accept exchange students during a period when the exchange partner has enrolled students exceeding the number allowed within the 2-to-1 balance described herein.

1.3 UC will also accept up to an additional 25 undergraduate students annually from GW on a fee-paying basis. Standard tuition and fees for each semester will be provided to GW no later than 3 months in advance of the start of the semester in question.

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\(^1\) Please note that the calendar year corresponds with the Chilean academic calendar. Thus, the first semester of the agreement is defined as the period from March to July 2006 in Chile and from January to May 2006 in the United States.

\(^2\) Please see Section III for financial rationale.
1.4 Both institutions agree to accept only those who participate under the conditions of this Agreement, and not to accept individual applications for direct enrollment or enrollment by arrangement with third parties.

2. **Admissions Criteria:**

2.2 Each respective home institution will screen its own applicants before forwarding to the host institution. The host institution will reserve the right to make final judgment on the admissibility of each student nominated for the exchange. The exchange student must satisfy all admission requirements, including the language proficiency requirement of the host institution.

2.3 GW will select and nominate students to enroll as full-time, non-degree students at UC, which shall have final approval on non-degree admission. These students will not be candidates for degrees conferred by UC. Transfer credit for work undertaken will be subject to the discretion of GW.

2.4 UC will select and nominate students to enroll as full-time, non-degree students at GW, which shall have final approval on non-degree admission. Students must meet all GW non-degree admission requirements, including required minimum GPA and TOEFL scores. UC students will not be candidates for degrees conferred by GW. Transfer credit for work undertaken will be subject to the discretion of UC.

2.5 Exchange students are subject to the same policies regarding students’ rights and responsibilities as those pertaining to matriculated students in the host institution, and remain subject to the policies and regulations of their home institution.

2.6 Both institutions will endeavor to allow enrollment in all undergraduate disciplines taught at each institution.

3. **Financial Arrangements:**

3.2 All students will pay tuition and fees directly to their home institution. GW students will also pay room and board fees directly to GW. Each year, up to four UC undergraduate exchange students will receive, free of charge, campus housing privileges at GW. Additionally, GW will designate a total of $1500 annually for meal stipends for UC students. To be eligible for a meal stipend, UC students will be expected to participate in a tutoring program through the Language Center at GW. Arrangements will be made on an individual basis, according to financial need. All other expenses, including travel, medical insurance, books and supplies, remain the personal responsibility of the students.

3.3 Participants are responsible for obtaining their own health insurance coverage in effect during the student’s time abroad, including mandatory coverage for medical evacuation
and repatriation. Exchange students entering UC or GW are required to have full medical and dental insurance prior to departure from their home country.

3.4 If requested, students selected for the program shall satisfy the host institution that they have adequate funds for return transportation to the home institution, and for additional living costs during their enrollment at the host institution apart from those costs already specified in this Agreement.

3.5 Any incidental fees for services over and above those specified in this Agreement shall be met by the visiting student at a rate reasonably comparable to that charged to non-visiting students.

4. Housing:

4.2 The placement of GW students in Chilean homes or an alternate form of housing each semester will be the responsibility of a GW Resident Director, to be named by GW in accordance with clause 7 of this Agreement.

4.3 Requests for on-campus housing and/or board at GW should be made by UC students at the time of application in order to make the necessary reservations. Applications forwarded by UC officials should include a recommendation as to the amount of the meal stipend for each student, up to the total of $1500 per year.

5. Academic Year

5.2 The academic year at GW consists of two semesters, from late August to December and from mid January to May.

5.3 The academic year at the Universidad de Chile consists of two semesters, March to July and July to December.

5.4 The duration of each student's stay will generally be one academic semester. Exchanges of one academic year will be permitted, if approved by both parties.

6. Visa Fees: GW and UC will facilitate the acquisition of appropriate visas for students from each institution. However, students are ultimately responsible for obtaining required documents and visas in compliance with all relevant visa requirements and immigration laws. This includes payment of any U.S. or Chilean government fees or university-imposed fees for visa processing or immigration services.

7. Resident Director: GW will appoint a local Resident Director, who will work with program staff at the University of Chile.

8. Office Space: GW and UC will each provide office space at their respective institutions to accommodate each partner's locally-based staff. The office space, at a minimum, will include the following, free of charge: workspace for 2 individuals, internet access, a telephone line
and local telephone service, and access to photocopying machines and other office equipment normally available to other college departments.

8.2 No long distance or regional telephone service will be provided. Telephone charges will be the responsibility of the guest institution.

8.3 The guest institution will pay for the use of all support services, including but not limited to postage service.

9. **Facilities:** All facilities at the host institution that are available to matriculated students, including libraries and reference materials, computer labs, health centers and sports centers, will be open to exchange students.

10. **Indemnification:** Each party agrees to indemnify, defend, and hold harmless the other party against any cost, claim, or damage resulting from the negligence or misconduct of the indemnifying party, except to the extent resulting from the negligence or misconduct of the other party.

11. **Limitation of Liability:** The liability of any party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits or attorneys' fees.

12. **Force Majeure:** Whenever a period of time is herein prescribed for the taking of any action by either party, such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, (including but not limited to fire, flood, earthquakes or other natural disaster) shortages of labor or materials (not caused by the party seeking the benefit of this paragraph), acts of war, revolution, governmental laws, regulations or restrictions, blockades or embargoes, or any other cause whatsoever beyond the control of such party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either party or to the parties' obligations to provide assistance to students on-site or to facilitate their return home.

13. **Duration of the Agreement:** This Agreement will remain in effect for three years beginning in January 2006 and continuing through the 2008 calendar year.

14. **Termination and Renewal:** Either party may terminate this Agreement by written notice to the other. Such termination will be effective six months from the date of receipt of the written notice. Should this occur, both institutions agree to carry out the terms of this Agreement for any student currently participating under the terms of the Agreement. This Agreement may be modified, amended, or renewed at any time by written consent of the parties signing below or by their legitimate successors. The institutions shall confer concerning the renewal of this Agreement six (6) months prior to its expiration.

   Either Party may terminate this Agreement for cause in the event that:
1. Either party dissolves or ceases to exist, becomes bankrupt or insolvent;
2. Either party commits a default which is not cured according to the terms of this Agreement; or
3. An event of force majeure occurs which gives rise to a right of termination under this Agreement.

If either party defaults on payments required under this Agreement, the non-defaulting party will provide notice of default to the defaulting party. If the payment default is not cured within ten (10) calendar days of receipt of notice, the non-defaulting party may terminate this Agreement.

15. Compliance with Law: Each party agrees that, in connection with this Agreement, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act.

16. Authoritative Version: The English version of this Agreement shall be the authoritative version of this Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

17. Governing Law and Forum: The terms of this Agreement shall be governed by the Laws of the District of Columbia of the United States, not including the law on conflicts of law. Any dispute arising from this Agreement that is not resolved by agreement of the parties shall be resolved exclusively in the Courts and regulatory agencies of the District of Columbia of the United States.

18. For conditions of the exchange not covered by this Agreement, or for problems that arise during the course of the Exchange Agreement, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.

19. Official Representatives for the Purposes of Implementation: Office notices and correspondence from the parties should be sent to the following designated individuals:

For GW:
Donna Scarboro  
Assistant Vice President for Special and International Programs  
The George Washington University  
812 20th St., NW  
Washington, DC 20052  
(202) 994-6360 phone  
(202) 994-9133 fax  
scarboro@gwu.edu

For UC:
Teresa Iriarte  
Director  
Programa de Movilidad Estudiantil  
Universidad de Chile  
Avenida Bernardo O’Higgins 1058  
Santiago, Chile  
(56 -2) 678 2160  
(56- 2) 678 2115  
tiriarte@uchile.cl

20. Effective Date of Agreement/Authority to Execute: This Agreement is dated as of January 10, 2006, and will become effective upon signature by authorized representatives of both parties.
The parties signing below for GW and for UC hereby warrant and represent that they have the right, power, and authority to execute this Agreement on the date signed.

For The George Washington University:

[Signature]

10 January 2006

(Date)

Donald R. Lehman
Executive Vice President for Academic Affairs
The George Washington University

For UC:

[Signature]

(Date)

Dr. Luis Riveros
Rector
University of Chile