

# INSTITUTIONAL STUDY ABROAD AGREEMENT

Between Regents of the University of Minnesota on behalf of the Learning Abroad Center (“University” or “LAC”) and (“Home Institution”)

**WITH THIS INSTITUTIONAL STUDY ABROAD AGREEMENT** (“Agreement”), effective, the University and the Home Institution, sharing common goals of education and desiring to facilitate and enrich, through international and cultural exchange, opportunities for students of the Home Institution to participate in certain educational experiences offered by the University, in collaboration with its sponsored international program site(s), hereby enter into this Agreement.

This Agreement outlines the responsibilities between the Home Institution and the University of Minnesota’s Learning Abroad Center (“LAC”).

## Home Institution Contact Information

Name of Institution \_\_\_\_\_

Contact Name & Title \_\_\_\_\_ Email Address \_\_\_\_\_

Street Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Emergency Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_  Send invoice to this address \_\_\_\_\_

## Programs

Check the boxes for the programs and terms the Home Institution endorses.

My institution endorses all programs.

	Year	Fall Semester	Winter Break	Spring Semester	May Session	Summer Session	Calendar Year
Argentina: Study & Intern in Buenos Aires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ecuador: Intensive Spanish in Ecuador			<input type="checkbox"/>			<input type="checkbox"/>	
Ecuador: MSID—Ecuador		<input type="checkbox"/>		<input type="checkbox"/>			
France: Business in France	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
France: Engineering in France	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
France: Language & Culture in Southern France	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
France: Teaching Practicum in France		<input type="checkbox"/>		<input type="checkbox"/>			
France: Youth Development and Psychology in France		<input type="checkbox"/>		<input type="checkbox"/>			
Global Seminars			<input type="checkbox"/>		<input type="checkbox"/>		
Ireland: University Study in Ireland: University of Limerick	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Italy: Design in Sicily						<input type="checkbox"/>	
Italy: Study & Intern in Florence		<input type="checkbox"/>		<input type="checkbox"/>			
Italy: Summer in Sicily						<input type="checkbox"/>	
Mexico: Study Abroad in Mexico			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
New Zealand: University Study in New Zealand: University of Auckland	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>
Senegal: Intensive French in Senegal			<input type="checkbox"/>			<input type="checkbox"/>	
Senegal: MSID—Senegal		<input type="checkbox"/>		<input type="checkbox"/>			
Spain: Cross-Cultural Health in Spain		<input type="checkbox"/>		<input type="checkbox"/>			
Spain: Psychology & Research in Madrid		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spain: Study & Intern in Madrid	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spain: Study & Intern in Toledo	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Thailand: MSID—Thailand		<input type="checkbox"/>		<input type="checkbox"/>			

The Learning Abroad Center, University of Minnesota, will perform the following:

## **UofM—Academic & Administrative**

1. Administer the program(s).
2. Provide advising services in program selection to interested students.
3. Provide assistance with course selection and academic planning.
4. Provide curriculum information developed to assist in course approval and academic planning.
5. Provide enhanced support, information, and assistance for students with accessibility requests.
6. Post program fee and budget information on the website.
7. Review complete applications, make final selection of program participants, and provide acceptance and orientation information and materials to participating students.
8. Inform Home School of submitted applications on a rolling basis.
9. Provide mandatory international health insurance coverage.
10. Provide students with housing and assist with other logistical needs or problems students may encounter while on the program.
11. Register students as full-time non degree students at UMN for the duration of the program.
  - a. Home Institution should advise prospective students about the enrollment policies:
    - i. Students cannot drop or withdraw from courses without Learning Abroad Center approval:
    - ii. Students must retain a full-time credit load as defined by the program.
    - iii. Students cannot drop or withdraw from a required course.
    - iv. Students will be held to all relevant drop/add deadlines.
    - v. Approved students withdrawing from a course after the drop deadline will receive a W (Withdrawal) on their UMN transcript.
    - vi. All LAC courses are A-F grading. Requests for S/N (pass/fail) will be considered on a case-by-case basis.
12. Monitor student participation and progress in the program and inform the Home Institution if a student has been provided with warnings, has been expelled from the program, has withdrawn, or has been hospitalized.
13. Provide one official UMN transcript upon completion of coursework (sent to the address indicated by the Home Institution). Any additional transcripts must be requested and paid for by the student unless an error was made on the part of UMN.
14. If invited and available, the LAC will offer a pre-departure orientation at the Home Institution, if the institution has five or more students confirmed on a specific program.

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## **UofM—Communications & Promotion**

1. Designate a liaison with Home Institution.
2. Keep study abroad platforms/databases up to date.
3. Provide promotional materials and campus visits.
4. Provide Home Institution updates including changes or improvement in program process.
5. Provide Adviser Portal access to advisers/students.
6. Provide opportunities and support for site visits to evaluate and monitor the programs as available and appropriate.
7. Immediately inform the Home Institution of any crisis or emergency related to their students as well as if a program needs to be cancelled, students need to be evacuated, or different program arrangements including delivery of the academic program need to be made.
8. Inform the Home Institution before suspending one of their students, except where consultation is not reasonably possible under the circumstances.

The Home Institution will perform the following as mutually agreed upon by the appointed liaisons:

## Home Institution—Academic & Administrative

1. Assist students with enrollment, course selection, advising, and related services.
2. Advise on Home Institution academic policies as they apply to program participants.
3. Advise students on financial aid policies when participating in off-campus programs.
4. Encourage students to complete all LAC forms including disclosure of any documented disability, pre-existing health condition, etc. to enable appropriate accommodations to be offered.
5. Communicate with LAC staff regarding changes in Home Institution's policies that may impact program participation.
6. Acknowledge that students are subject to the rules and regulations of the LAC while abroad, and that the LAC has the authority to suspend or terminate a student for academic deficiencies, behavioral violations, or other sufficient reasons subject to certain procedures afforded to the student.
7. When requested by the LAC, provide assistance to encourage students to facilitate completion of LAC requirements.
8. Inform students of any Home Institution requirements which they must complete while on a study abroad program. The LAC is not responsible for conveying this information to students or for monitoring its implementation.

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## Home Institution—Communications & Promotion

1. Assist students with enrollment, course selection, advising, and related services.
2. Actively provide information to students regarding participation in the endorsed/authorized study abroad program(s).
3. Advise students on financial aid policies when participating in off-campus programs.
4. Encourage students to truthfully complete all LAC forms including disclosure of any documented disability, pre-existing health condition, etc. to enable appropriate accommodations to be offered.
5. Communicate with LAC staff regarding changes in Home Institution's policies that may impact program participation.
6. Acknowledge that students are subject to the rules and regulations of the LAC while abroad, and that the LAC has the authority to suspend or terminate a student for academic deficiencies, behavioral violations, or other sufficient reasons subject to certain procedures afforded to the student.
7. Where requested by the LAC, provide assistance to encourage students to facilitate completion of LAC requirements.
8. Inform students of any Home Institution requirements which they must complete while on a study abroad program. The LAC is not responsible for conveying this information to students or for monitoring its implementation.

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## Financial Arrangements

Home Institutions can only have one arrangement for all programs.

Note: The program deposit will be deducted from the students' tuition and educational costs unless indicated below that the program deposit should instead be deducted from students' housing costs.

Deduct program deposit from students' housing costs

	Institution	Student
Deposit	<input type="checkbox"/>	<input type="checkbox"/>
Program fees	<input type="checkbox"/>	<input type="checkbox"/>
Housing fees	<input type="checkbox"/>	<input type="checkbox"/>
Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Pre-Sessions	<input type="checkbox"/>	<input type="checkbox"/>
Apartment deposits	<input type="checkbox"/>	<input type="checkbox"/>

## Procedures for Third-Party Billing

This section only applies to institutions that indicate an institutional payment in the financial arrangements section. This does not apply to any institution that elects for students to be billed directly.

1. All student billing is done via the University of Minnesota student billing system. The LAC is not able to generate official invoices for institutions.
2. When a Home Institution agrees to pay all or a portion of the student's fees, a Third Party Contract must be set up in the student finance billing system.
3. All fees are required to be billed to the student's account. The University of Minnesota cannot invoice another party without documentation appearing on the student's account.
4. The Third Party Contract is applied as a credit to the student's account.
5. The student has the ability to print out an invoice and submit it to the Home Institution for payment if no agreement is in place.
6. The Home Institution agrees to accept the financial liability for any students who cancel after confirming their placement on a program when agreeing to make payment for the student.
7. The LAC charges a program fee, which is not based on tuition, and is not able to break down the program fee by tuition only. However, a cost estimate sheet is available upon request.
8. All students are required to initiate their University of Minnesota email account. Students also must initiate their account at OneStop.umn.edu to view and make payment of any charges to their student financial account. Email is the official mode of communication for the University of Minnesota. Students are notified of these processes when they are accepted into a program. Students failing to initiate their account and not make payments according to the published schedule will accrue late fees and can be dis-enrolled by the University of Minnesota. The LAC cannot reverse any of these actions.
9. The Home Institution will make any applicable payment for which it is responsible to the University of Minnesota Student Finance Office according to their payment procedures. Institutions usually receive invoices approximately ten weeks after a term begins on the main campus. If the Home Institution needs a copy of an invoice prior to this date, the student can print out and give it to the appropriate office. The Home Institution payment will occur as a credit on the student's account whether paid or not as it reflects balance due by the student.
10. If the student cancels/withdraws from the program at any time after the LAC Cancellation/Refund policy goes into effect, the Home Institution will be responsible for any fees associated with the student's cancellation if making payment on behalf of the student. The student will be required to file/submit a Refund Appeal form for any potential adjustments (extenuating circumstances only) to be made to their account.
11. The Home Institution should make students aware of the LAC Cancellation/Refund policy and the students' responsibility, even though the Home Institution may be paying on behalf of the student.
12. The University of Minnesota Office of the Registrar does not release a transcript until a student's account is paid in full. The LAC does not have the ability to waive or request exceptions to this policy.
13. Refund checks will be issued to the Home Institution when payment is made by the Home Institution. However, if both the Home Institution and student make payment, the refund will be divided appropriately and sent to both parties.

The LAC will send the Home Institution a copy of this agreement in the summer of each year to update. The Home Institution only needs to submit a revised agreement if changes need to be made. After five years, the LAC will ask the Home Institution for a new signed agreement.

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## Liability Insurance and Indemnity

1. The University or its sponsored program site shall maintain (i) Commercial General Liability insurance in minimum amounts of US\$1,000,000 each claim and US\$3,000,000 each occurrence; and (ii) Automobile Liability insurance in minimum amounts of US\$500,000 each person and US\$1,500,000 each occurrence. Upon request, the University will provide a certificate of insurance evidencing such coverage.
2. The University agrees to defend, hold harmless, and indemnify the Home Institution, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney's fees arising from the negligent or wrongful acts or omissions of the Home Institution, its employees, agents, or representatives during the performance of its obligation under this Agreement.
3. The Home Institution agrees to defend, hold harmless, and indemnify the University, its regents, officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney's fees arising from the negligent or wrongful acts or omissions of the Home Institution, its employees, agents, or representatives, during the performance of its obligations under this Agreement. The University's liability is limited to the extent pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

## Other Terms

1. The Agreement shall be effective as shown above and shall remain in effect for five (5) years, unless terminated earlier. It may be terminated by either party upon at least six (6) months' written notice to the other party, provided that all program(s) the Home Institution endorses at the time of notice of termination is given shall be permitted to continue as otherwise set forth in LAC cancellation policy). If this Agreement is terminated pursuant to this section, neither the Home Institution nor the University shall be liable to the other for any monetary or other losses that may result other than program fees and/or late fees that may have not been paid at the time or other than as set forth in the schedule(s).
2. Neither the University nor the Home Institution shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation in relation to this Agreement.
3. Neither the University nor the Home Institution shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, the University and the Home Institution agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.
4. This Agreement is the final expression of the agreement between the parties as to the program(s) covered herein and supersedes all other agreements or understanding relating to the subject matter of this Agreement existing between the University and the Home Institution.
5. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party. The students are participants in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the Home Institution or the University.
6. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this Agreement.
7. Both parties will cooperate with the other party to assist in compliance with applicable data privacy laws.
8.
  - (a) The Home Institution and the University may publicize the existence of this Agreement. Both parties may use the name of the other in its printed and electronic publications and in other pertinent materials relating to the programs contemplated hereby. The Home Institution may include the name of the University on its website to notify the Home Institution's students of the academic programs offered by the University.
  - (b) Except as provided in subsection H.8(a) above, neither party shall use the name, logo, or other marks (including, but not limited to, colors and music) owned by or associated with the other or the name of any representative of the other in any sales promotion work or advertising, or any form of publicity, without the written permission of the other party. Permission from the University must be obtained from University's Office of University Relations in each instance.
9. This Agreement will be construed and governed under Minnesota law, without regard for choice of law considerations. Any action arising out of this Agreement shall be heard by a state or federal court in Hennepin County, Minnesota.

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## Schedules and Amendments

Subject to the written authorization by appropriate representatives of the University and the Home Institution, Schedules and Amendments to this Agreement may be attached hereto from time to time. It is the intent of the parties that Schedules may be developed to facilitate day-to-day and year-to-year execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each such Schedule and Amendment shall be in writing and executed by an authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

## Regents of the University of Minnesota

By \_\_\_\_\_

Name Ann Hubbard

Title Assistant Dean, Learning Abroad

Dated \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Return signed copy to:

Bradley Titus  
Director of Institutional Relations  
Learning Abroad Center  
230 Heller Hall  
271 19th Avenue S.  
Minneapolis, MN 55455

## LEARNING ABROAD CENTER

230 Heller Hall, 271 19th Avenue South, Minneapolis, MN 55455  
612.626.900 | [UMabroad@umn.edu](mailto:UMabroad@umn.edu) | [UMabroad.umn.edu](http://UMabroad.umn.edu)