

STUDENT EXCHANGE AGREEMENT BETWEEN

The University of Texas Rio Grande Valley
1201 W University Dr
Edinburg, TX 78539

AND

FHW Fachhochschul-Studiengänge Betriebs- und
Forschungseinrichtungen der Wiener Wirtschaft GmbH
FHWien der WKW/University of Applied Sciences for Management and Communication
Währinger Gürtel 97
1180 Vienna, Austria
HG Wien, FN 141443f, ATU 42913406, DVR 0864170

This agreement provides details of an arrangement between UTRGV and FHWien der WKW.

1.0 Purpose of the Agreement

- 1.1 The purpose of this agreement is to offer student exchanges. These exchanges are to offer international exchange opportunities
- to students of UTRGV
 - to students of FHWien der WKW

2.0 Definitions

- **UTRGV:** The University of Texas Rio Grande Valley
 - **FHWien der WKW:** University of Applied Sciences for Management and Communication
 - **Home institution:** shall mean the institution at which the student intends to graduate.
 - **Host institution:** shall mean the institution that has agreed to host the exchange student from the home institution.
 - **Semester:** during the exchange, shall mean the academic period at the host institution (winter semester or summer semester). This will commence on the first day of classes and conclude on the last day of final exams.
 - **Letter of acceptance:** shall mean the written confirmation of acceptance sent to the home institution by the host institution.
 - **Exchange student:** is the status given to the undergraduate exchange students at the host institution.
 - **Academic program:** shall refer to courses taken at the host institution as part of the exchange for academic credit at the home institution.
The academic program will not be considered as leading to a degree, certificate or diploma of the host institution. The academic program will be considered as contributing to a degree at the home institution.
- Exchange student information or data:** shall refer to any records, data, or other information created by the student during the academic program, including any

WSe

321 Ma

information received by the host or home institution to provide services, communications, and acceptance to the program. Such information or data shall include but not be limited to: grades, demographic information, application information, housing information, or other information related to the student's academic position with the host or home institution.

- **Application to Participate:** is the form completed by the student and is the student's responsibility.
- **Permission to Participate:** is the form completed by the home institution that serves as a letter of permission, record of academic plan, and credit transfer proposal and nomination form for the exchange student to the host institution.
- **Administrative Coordinators:** are the institutional representatives designated to fulfill the administrative responsibilities of the coordination of this agreement.

3.0 International Exchange

- 3.1 Each institution may send and accept under this agreement not more than two (2) Bachelor students per year.
- 3.2 The duration of stay for exchange students at the host institution shall normally be for a period of one semester. Provided there is timely notification, students from UTRGV may extend their exchange semester to two academic semesters.
- 3.3 The exchange programme is based on the principle of an equal distribution of student exchanges and enrolments among partner institutions, such that the parties will strive for a balance over the term of the agreement.

4.0 Student Application Process

- 4.1 Exchange students must apply to the home institution for the preferred courses at the host institution. The host institution will have the final decision regarding acceptance of exchange students. This decision may be influenced by limited space within the host institution's class.
- 4.2 The home institution will confirm in writing to the exchange students, acceptance or denial of their application.
- 4.3 Exchange students will receive credit at their home institution as per home institution credit transfer regulations for courses taken at the host institution.
- 4.4 Both partners have to allow exchange students to accomplish a total of 30 ECTS credit courses per semester; this is a total of 15 US credits.
- 4.5 Exchange students will abide by all the rules and regulations of the host institution for academic and extra-academic conduct. Exchange students will be subject to the statutes, ordinances, and regulations of the country and region of the host institution.
- 4.6 Upon completion of the exchange, students are expected to return to the home institution.

5.0 Selection and Placement of Students

- 5.1 The home institution will nominate exchange students based on criteria developed internally. Formal applications for exchange students will be sent to the Administrative Coordinator at the host institution. The Administrative Coordinator will ensure appropriate review of the nominations and if necessary consult with pertinent educational advisors of the host institution.

371 WSe
Kla

- 5.2 Exchange students must make formal application to their home institution to attend the host institution as visiting students.
- 5.3 The period of exchange shall not exceed the equivalent of one academic semester or term at UTRGV and two academic semesters or terms at FHWien.
- 5.4 It will be the responsibility of the home institution to apply its own criteria to select students for exchange who have the ability to fully participate in the academic and the extracurricular life of the host institution.
- 5.5 Students are expected to have sufficient language skills to meet the host institution's language requirement and study without the need for remedial language programs.
- Language of Instruction 1 at FHWien der WKW: German – B1/B2 level recommended (intermediate to upper intermediate)
 - Language of Instruction 2 at FHWien der WKW: English – B2 level recommended (upper intermediate) – a sufficient number of courses taught in English is offered each semester at FHWien der WKW, incoming exchange students do not need to have German skills if they only take courses taught in English.
 - UTRGV courses are taught primarily in English but there are also courses taught in Spanish. A coordinator at FHWien der WKW may certify that the candidate has sufficient English language proficiency at the B2 level.
- 5.6 The host institution will ensure that all exchange students coming to their institution are in communication with the appropriate departments and personnel in order to be registered correctly (academic, residential, etc.).
- 5.7 The host institution will provide the student with appropriate visa and study-related information after the student has been nominated at the host institution.
- 5.8 Each host institution is required to provide in writing to the home institution the following:
- exact exchange student application deadlines
 - dates and application material, required documentation
 - immunization/health requirements
 - Any minimum student requirements (proficiencies, prior knowledge, etc.) by the host institution or regulatory agency for the host institution.
- This information should be made available as far in advance as possible, and at a minimum, made available 2 months in advance of the start date. Institutions should communicate all deadlines well in advance.

6.0 Academic Record and Accreditation

- 6.1 The host institution shall assess the academic performance of each exchange student according to its rules and shall send the home institution the academic transcript of each exchange student.
- 6.2 The home institution may give credit to each student according to its regulations. If required, grading shall be transformed into the home institution's grading system.

7.0 Student Fees and Financial Support

- 7.1 Exchange students must have personal funds sufficient to cover any and all expenses not covered by the home or host institution. All students participating in an exchange will meet all requirements of the home and host institution and other appropriate authorities required for the purpose of allowing partici-

WSe
B21
H101

pation in a student exchange. This will include, but not be limited to, the student demonstrating adequate financial resources to the relevant authorities prior to admission.

- 7.2 Participating students will pay their home institution tuition fees and other required fees during the period of the exchange. Any incidental fees at the host institution shall not be greater than those normally paid by students of the host institution. Neither institution shall charge visiting exchange students for tuition, application or administrative purposes under this agreement. FHWien der WKW will charge students from UTRGV a fee of 45 Euros per semester to cover obligatory Student Union fees as well as costs for the ESN (Erasmus Student Network) card, print credit and orientation week, as mandated by the university. The Student Union fee is subject to change depending on legal regulations. UTRGV will charge exchange students a fee of \$75USD each semester. UTRGV will also charge exchange students a mandatory insurance fee. The amount will be reported to the students since it changes each year.
- 7.3 Exchange students, as visiting students, will receive student identification cards, and have access to the host institution library system and on-campus services (such as athletic services) during the exchange period.
- 7.4 Any financial support provided to the exchange student by the home or host institution is at the discretion of the institution. Financial support is not guaranteed by any institution to any student accepted as part of this exchange.

8.0 Responsibilities of Student

- 8.1 The host institution will seek to assist exchange students in finding accommodation and providing information on housing options. Participating students will pay the costs of lodging directly to the responsible organization/landlord. Students, who extend their stay past the end of the semester, may be required to make their own living arrangements.
- 8.2 Exchange students are responsible for their own meals.
- 8.3 Students will be responsible for transportation to and from the host institution and all local transportation at the host institution.

9.0 Insurance for Students

- 9.1 All participating students will be required to carry adequate out-of-country medical insurance, which includes any medical, hospital and repatriation expenses during the whole exchange period. Students must demonstrate evidence of coverage when requested by any appropriate authority.
- 9.2 Up-to-date information and requirements surrounding health care coverage for exchange students will be provided as part of the application process to students.

10.0 Documentation for Students

- 10.1 The home institution in consultation with the host institution has the responsibility to inform the student of documentation required to enter the host country (e.g., visa, and immunization) and to provide information and assistance to students for meeting the requirements.

11.0 Exchange Administration

WSe
BZ1
Mou

- 11.1 Each institution shall designate an individual and office responsible for the administration of this exchange.
- 11.2 For UTRGV this contact shall be the director, Alan B. Earhart, at the International Programs and Partnerships. For FHWien der WKW, this contact shall be the Head of the Center for International Education and Management (CIEM).

12.0 Protection of Data Privacy

- 12.1 In general, the following rules apply if exchange student data or information, as defined in Section 2, is to be circulated: Circulating information and data of exchange students is only allowed if it is necessary in order to comply with this agreement or if the affected student agrees to it. Both parties have to provide a safe use, transmission, and retention of data.
- 12.2 Both parties agree to keep sensitive business data strictly confidential. In cases of doubt, the other party needs to be consulted for clarification.
- 12.3 Exchange student data or information is to be used only for exchange purposes and must not be delivered to any other third parties without the written agreement of the partner university and its students (except as prescribed by law).
- 12.4 FHWien der WKW is subject to the provisions of Austrian and European data protection law

13.0 Renewal, Termination, and Amendment

- 13.1 This agreement will come into effect with the complete appropriate signatures by both parties on the final page of this document and will expire 3 years from the date of signing.
- 13.2 Amendments to this Agreement shall be in writing and shall be made and executed with the signature of the appropriate institutional representatives. They shall be effective only for the specific instance specified and the specific purpose given.
- 13.3 This agreement can be terminated by either party with 6 months' written notice. This Agreement may be renewed once for a period of three (3) years by mutual agreement of the parties.
- 13.4 Incoming students that have been accepted by the host institution or are studying at the host institution will be entitled to finish their exchange even if the agreement between the two parties has expired.
- 13.5 All parties to this agreement have the right, after notifying the other parties, to cease their obligations under this contract for reasons of force majeure. The term force majeure utilized in the agreement implies circumstances beyond the control of either party. The termination or withdrawal from the agreement of the host or home institution will disadvantage no student.
- 13.6 Each institution intends for their relationship at all times and for all purposes under this agreement to be that of separate entities. No party is to be considered an agent or employee of other parties for any purpose, and no party's agents and employees are entitled to the benefits any other party provides its employees unless otherwise specifically stated in this agreement or any amendments to it.
- 13.7 In case of disputes, both parties endeavour to solve them by mutual consent. If disputes cannot be solved at the level of administrative coordinators,

WSe
BZ1
NWS


they shall be taken to the level of the executive management or dean depending on the organization.

13.8 All notices or communications regarding this agreement shall be delivered or mailed to the parties set forth below.

13.9 If certain provisions of this agreement are or become void, the remaining sections of the document shall remain unaffected in their content and legal force. A void provision will be replaced by a provision that corresponds to the purpose originally intended or, should this prove impossible, by a provision that most closely approximates the purpose originally intended.

In witness of the terms of this agreement our signatures are affixed:

The University of Texas Rio Grande Valley



Dr. Janna Arney
Deputy President and Interim Provost

8 April 2021

Date

FHWien der WKW/University of Applied Sciences for Management and Communication



Michael Heritsch
Chief Executive Officer

13.10.2021

Date

WSe
371
M...