

STUDY ABROAD TO GRADUATE DEGREE AGREEMENT
between
Santa Clara University, Santa Clara, California, USA
And
University, City, Country

This Study Abroad and "Study Abroad to LLM" Agreement (hereinafter "Agreement") is entered into as of the last date of execution shown below, by and between Santa Clara University (hereinafter referred to as SCU), and **University, City (hereinafter referred to as)**. This Agreement will further the goals of international cooperation as agreed by both parties. The parties mutually agree as follows:

1. Overview

This agreement expresses the Parties' intent to provide study abroad opportunities in SCU's Law School to students from **University** including:

- A. SCU will waive tuition for 1 semester for up to **X number** students participating in one of the following programs:
 - a. **Study Abroad**, where students enroll in 12 units of credits at SCU Law for 1 semester. SCU Law will waive 1 semester of tuition, students who pursue this opportunity are responsible for all other costs.
 - b. **"Study Abroad to LLM"**, where students enroll in 12 units of credit at SCU Law for 2 (or more) semesters where credits are earned toward an LLM degree from SCU Law. SCU Law will waive 1 semester of tuition (in the first semester) and students who pursue this opportunity are responsible for tuition during their second (and any following) semesters, as well as all other costs.
- B. Priority will be given to "Study Abroad to LLM" students.
- C. The total waived tuition will for not exceed 1 semester (12 units) per student.
- D. The total waived tuition for all students will not exceed 4 total semesters (48 units) per academic year.
- E. There is no requirement for reciprocal numbers of students to be exchanged by the parties.

See details in Section 7 Finances.

2. SCU Law School Academic Program and Access to Campus Programs

The academic discipline of Law is a post-graduate discipline in the United States and, normally, SCU's Law School admits degree-seeking students who have already completed undergraduate degrees in the U.S. Because Law is typically studied at the undergraduate level outside the U.S., SCU recognizes that international undergraduate students may have appropriate academic background to succeed as non-degree study abroad students and as "Study Abroad to LLM" degree-seeking students. Study abroad and "Study Abroad to LLM" students are required to enroll full time in a course of study. Study Abroad students at SCU will continue as candidates for degrees of their home university. Study Abroad students may apply to participate in the degree-seeking LLM degree.

Study Abroad students at SCU have full access to any course offered, for which they meet the prerequisites.

Students will be expected to complete all SCU examinations.

Students are responsible for requesting official transcripts from the Office of the Registrar. Students may also request that official transcripts be sent to their home university.

Each institution will make its own determination about how to convert grades and contact hours for degree requirements.

All study abroad and "Study Abroad to LLM" students have access to SCU gyms, pools, and libraries. The SCU agreement coordinator is responsible for providing support for access. Study abroad and "Study Abroad to LLM" students may participate in co-curricular programs sponsored by SCU such as global experiences or other local experiential learning programs, if qualified and approved by directors of those programs, as immigration rules allow.

3. Number of Students

Beginning in the X academic year, University may annually nominate approximately four students to SCU as non-degree study abroad or "Study Abroad to LLM" students. Any variance in the number of visiting students each year may be negotiated and agreed upon by the two universities prior to the recruitment of students. There is no requirement for reciprocal numbers of students to be exchanged by the parties.

See details in Section 7 Finances.

4. Academic Terms

The dates of activity will correspond with the fall and spring semester academic terms at SCU. Study abroad students may participate in either SCU's fall or spring semester, or for one or more academic terms within an academic year. Study under this agreement may not exceed one year. SCU's Law School academic terms are two 15-week semesters:

- Fall Semester: Late-August to Mid-December
- Spring Semester: Mid-January to Mid-May

5. Eligibility, Application Deadlines and Requirements

A. Eligibility

Participating students will be nominated by their home university on the basis of the following criteria and final approval rests with the SCU including:

- Students must have completed at least one year of full-time study at their home institutions prior to participation in the study abroad program; and
- Demonstrate a good-to-excellent academic record
- Good academic and disciplinary standing
- Meet all admission or specific requirements of the home institution and host institution, including language proficiency test scores as specified by the host institution.
- Ability to satisfy eligibility criteria for immigration sponsorship
- Students are selected without regard to race, national or ethnic origin, religion, age, sexual orientation, gender, marital status or disability

- Disclosure of any requests for academic accommodations must be made in a timely manner to determine whether there are resources at SCU that may be available to address these expectations.

University is responsible for preliminarily screening and nominating students for this program, and for ascertaining that each student is proficient in the language of instruction at the host institution and likely to benefit from a particular course of study. While the host institution will generally accept the candidates nominated by the home institution, SCU reserves the right to make final admissions decisions with respect to the candidates proposed for the study abroad and "Study Abroad to LLM" programs.

B. Application Deadlines

Study abroad students should apply to SCU by:

- April 15th for Fall Semester and Full-year participation
- September 15th for Spring Semester participation

"Study Abroad to LLM" applicants have the same application deadlines as the study abroad students. "Study Abroad to LLM" students are able to start in either the fall or spring semester.

C. Application Requirements

To be admitted to SCU's academic programs applicants must demonstrate qualifications as articulated on the University website. A link to the application requirements and application can be found here:

<https://international.scu.edu/index.cfm?FuseAction=Programs.ViewProgramAngular&id=10265>

6. Immigration Sponsorship for All International Applicants to SCU

All documents for immigration sponsorship necessary for students to apply for visas must be received by SCU's Global Engagement unit by SCU's international student immigration sponsorship deadlines including all of the following documents:

- Non-degree Visiting student application
- Official transcript
- Documented English Language Proficiency
- Proof of funding
- Passport information
- Ability to comply with SCU international student insurance requirements

Current U.S. immigration laws stipulate that international students sponsored by SCU may apply to work in on-campus employment opportunities, but are not eligible to work off campus without authorization. The SCU incentives serve as no guarantee of obtaining a visa.

7. Finances and Insurance

For admitted students, SCU waives one semester of tuition for both study abroad students and "Study Abroad to LLM". SCU tuition charges that are waived will not appear on students accounts. No payments will be made from institution to institution. Student withdrawal fees are subject to the financial withdrawal calendar of the host university.

All international students at SCU will be required to purchase insurance identified by SCU through a mandatory U.S. based health insurance plan for the duration of their stay in the US. Alternative insurance and waivers will not be accepted.

Students are responsible for:

- fees
- housing
- meals
- airfare
- insurance
- local transportation
- incidentals

For more information on these fees refer here: <https://law.scu.edu/financialaid/costs/>

8. Orientation, Student Support

SCU provides a mandatory International Student Welcome (ISW) orientation program offered by Global Engagement. In addition, study abroad and "Study Abroad to LLM students at SCU may participate in orientation offered by the School.

Both institutions will provide academic and logistical support for students before, during and after the program. Support may include: Review of proposed courses and communication with academic departments to determine qualification or approval; verification of full-time enrollment of students in the host institution; facilitation of communication with departments or faculty regarding grade concerns; communication with host institution regarding issues of student welfare or health issues.

9. Agreement Coordinator

Each institution will designate a program coordinator to be responsible for communications pertaining to this Agreement, screening of applications, coordinating admission, orientation, advising and support services for student participants.

A. For SCU this will be:

Name
Title
Email
Phone

B. For University this will be:

Name
Title
Email
Phone

10. Evaluation

Both parties will annually evaluate the quality of the students' experience and work to improve the program for future years.

11. Confidentiality and Privacy

Both institutions agree that personally identifying information such as social security numbers and education records of the participating students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable law. The parties are responsible for compliance with their own national legislation regarding the processing and transferring of personal data by or on behalf of each party for the purposes of administering, delivering, monitoring and evaluating the exchange program.

SCU's Privacy Policy for global programs can be found at <https://www.scu.edu/globalengagement/about/policies-and-procedures/privacy-policy-for-participants-of-scu-global-programs/>

12. Applicable Laws and Policies

All education, research and other activities conducted at both institutions pursuant to this Agreement shall be conducted in accordance with the laws, statutes, ordinances, regulations, policies and rules of each country, including without limitation corresponding student conduct and student discipline policies. SCU and **University** will have the right to terminate participants from the program in accordance with their own policies. Whenever practicable, termination of a participant in the program or other discipline will not occur without prior consultation between SCU and **University**.

SCU and **University** shall inform participating students that they are subject to policies and laws regarding ownership, assignment and management of intellectual property, including, but not limited to, patents, trademarks and copyright, to the extent such interests and rights arise out of the program or activities covered under this agreement.

13. Language of Agreement and Signatures

This Agreement is executed in English. Each party shall retain one original copy of the Agreement. A PDF/scanned copy of a signature will have the same force and effect as a wet, original signature.

14. Duration of Agreement, Amendment, Disputes, Early Termination and Notice

This Agreement comes into effect on the date of the last signature by both Parties and will remain in force for a period of 5 (five) years. This Agreement may be amended through a mutually acceptable written statement. The parties agree that, in the event any dispute arises between them regarding the interpretation, construction or implementation of this Agreement, they shall make all reasonable and good faith efforts to resolve such matters between them informally and, to that end, shall meet and confer regarding any disputes in a timely manner.

Either Party, at its discretion, may terminate this Agreement during its term by giving written notice of at least 6 (six) months in advance of the intended termination date. Termination will have no bearing on activities that have been entered into and/or commenced prior to notice of termination and shall be concluded by both Parties.

For purposes of this Agreement, any written notices required shall be deemed to have been given after 3 days of dispatching the Notice by courier, postage prepaid, return receipt requested, or sending an email to the email address of the Agreement Coordinator.

15. Signatures

In witness whereof, the representatives of the Parties have executed this Agreement.

For University

Name, Title

Signature

Date

For Santa Clara University

Kate Morris, Provost

Signature

Date

Susan Popko, Associate Provost for
International Programs

Signature

Date