

## STUDENT EXCHANGE AGREEMENT

### BETWEEN GROUPE ESC CLERMONT, FRANCE AND THE UNIVERSIDAD SAN FRANCISCO DE QUITO USFQ, CUMBAYÁ, ECUADOR

#### ARTICLE I: PARTIES

In view of their similar dedication to excellence in teaching, research and community involvement, the Groupe ESC Clermont (ESC Clermont hereafter) and the Universidad San Francisco de Quito USFQ (USFQ hereafter) hereby agree to this Agreement of Student Exchange, with the objective of promoting academic collaboration.

#### ARTICLE II: DEFINITIONS

- The term “exchange” in this agreement refers to a one-for-one exchange of students between the two institutions.
- The term “home institution” refers to the institution in which the student participant is a full-time degree-seeking student.
- The term “host institution” refers to the university which has agreed to receive the student as a non-degree-seeking exchange student.

#### ARTICLE III: SCOPE OF AGREEMENT

The following actions will be carried out through this Agreement:

**1. Mutual recognition. \_**

Recognition is given to academic credits granted by both institutions.

**2. Student exchange. \_**

Both universities will receive students, nominated by their respective Offices of International Programs. It is anticipated the terms and conditions of the Agreement apply to undergraduate students.

#### ARTICLE IV: REQUIREMENTS FOR APPLICATION

Exchange Acceptance will be based on the following requirements:

- a. Students need to have Sophomore status or higher (defined as U.S. 30 credits or more earned at the time of participation).
- b. For ESC Clermont students, knowledge of Spanish at an appropriate level. USFQ recommends a minimum of four (4) semesters of college level Spanish for classes at the Cumbayá campus.
- c. For USFQ students, knowledge of English and/or French at an appropriate level, as determined by the ESC Clermont Office of International Programs.
- d. Students must meet immigration/visa requirements for student status in the host country. The host institution will facilitate this process by providing information on obtaining a student

visa and any relevant documentation. The institutions will not cover the costs associated with the visa process or requirements.

- e. Students must provide evidence that they possess the necessary health, injuries, travel and repatriation insurance required by the respective host institution. Insurance coverage details will be shared by each institution.
- f. USFQ requires a minimum of 2.50 GPA for the Cumbayá campus and a minimum of 2.80 GPA for the Galápagos campus.

## **ARTICLE V: TERMS OF THE EXCHANGE**

### **1. Participants**

- a. It is expected that students will enroll at the host institution in a full-time course load as a non-degree seeking student (defined as four to six academic courses, or 12-18 U.S. credits per semester).
- b. The host institution will support students in the registry of courses that they comply with pre-requisites and if spots are available. However, admission to a specific department or course is subject to the student being satisfactorily qualified for the chosen area of study and/or course level, and the availability of courses in the period for which participation is sought.

ESC Clermont students at USFQ may choose subjects from all the specializations offered by the designated campus. At the beginning of each academic year, the exchange coordinator will inform the foreign university, through its factsheet, about specializations that are restricted or limited for exchange students.

ESC Clermont has restriction on the following courses the following specific colleges/departments, for exchange students: Colegio de Arquitectura y Diseño Interior, Colegio de Ciencias Biológicas y Ambientales, Colegio de Ciencias de la Salud, Colegio de Ciencias e Ingenierías, College of Music

- c. Students studying at USFQ shall enroll in courses as appropriate, including at the Cumbayá and Galápagos campuses. Academic programs established in the future are not subject to this agreement.
- d. ESC Clermont students can enroll in the Cumbayá or Galápagos campus. Academic programs established in the future are not subject to this agreement.
- e. Each exchange under the terms of this agreement shall be for one semester, summer period or one academic year.
- f. Participating students agree to comply with the laws of the respective host country and the regulations and policies of the host institution (both academic and behavioral). Any violation will be the responsibility of the student and they will subject to the penalties established for such violations or misconduct, which may ultimately include removal from the exchange program without refund. The institutions will not be held responsible or be liable in any way for wrongful acts committed by the foreign students inside or outside campus. Consequently, the host university will not indemnify the home university or its students for any act not established in this contract. The students while in the foreign country are fully liable under its laws.
- g. The obligations of the institutions under agreement are only for the participants, and include neither spouses nor dependents. Those who accompany the participants are the responsibility of the participants.
- h. ESC Clermont students may not enroll in online or evening courses at USFQ.
- i. Before the beginning of each academic year, USFQ will inform ESC Clermont of academic restrictions for their students. These restrictions will be informed in the USFQ factsheet.

## **2. Exchange of Students**

Both institutions will grant tuition waivers to students of the other institution, provided the ratio of exchange is balanced. The target number of students to be exchanged each year is 2 academic year spaces, or the equivalent of 4 semester students. USFQ and ESC Clermont will review the program annually for any imbalances in the number of exchange students and will adjust the number of students exchanged the following year, as necessary, to maintain a reasonable balance in the exchange.

- a. Initial selection of students will take place at the home institution. The home institution then nominates the student to the host institution. Nominations shall be made bearing in mind the normal requirements of the receiving institution, which shall decide on the admissibility of the students nominated. The host institution reserves the right to deny admission to any student not meeting its admission criteria or if an imbalance exists.
- b. Where possible, each exchange will be made on a 1:1 exchange basis. However, if the number of students exchanged is not in balance each semester, an approximate balance should be achieved over the period of the Agreement. At no time should the imbalance be for more than three (3) year-long exchange spaces, equivalent to six (6) semester student spaces.
- c. If there exists an imbalance of more than three year-long exchanges (six semester spaces), the institution that has sent more students will not be able to send more on exchange basis until the balance is rectified. They can, however, continue to send students on a non-exchange (tuition paying) basis.
- d. Non-exchange students do not count towards the exchange balance, but would have the same academic program and access to services as the exchange students.
- e. Every year each institution will confirm with the other institution the number of available exchange spaces prior to accepting students for the following academic year.

## **3. Financial Arrangements**

Participants will have responsibility for:

- a. Paying their home university tuition and fees prior to participation. Special course fees and specified administrative fees are excluded, and when appropriately charged, will be paid by participants to the host institution.
- b. Paying room and board expenses at the host institution.
- c. Paying for transportation to the host institution and within the host country.
- d. Obtaining required medical insurance and paying for expenses in excess of medical coverage.
- e. Submitting appropriate financial and personal documents required by the host institution for the purpose of issuing appropriate visa documents.
- f. Personal expenses including textbooks and visa fees.
- g. International students at USFQ are required to pay a mandatory administrative fee. The current fee rate will be provided by the Inbound student coordinator at USFQ.
- h. Payments of any additional fees not specifically waived under this agreement.
- i. In the case of the Galápagos semester program, the exchange student doesn't need to pay for tuition, but needs to pay the corresponding track fee, which includes housing and most meals, on-site orientation with lunch, Quito city tour, academic excursions in the mainland and Galápagos and round-trip ticket Quito-Galápagos. The cost of the track fee will depend on the track chosen and will be communicated by the GAIAS coordinator before the application cycle starts.

All USFQ graduate students (including students who have not participated in an exchange program under this agreement) who would like to register in one of ESC Clermont's programs will be eligible to obtain a 15% reduction on tuition fees.

## **4. Obligations of Host Institution**

The host institution will provide incoming students with the following programs and services:

- a. Appropriate documents necessary for obtaining the necessary visa.
- b. Assistance in securing appropriate housing. (USFQ does not provide housing directly, but will place visiting students with a family in a homestay arrangement and charge the current rate.)
- c. Information on health insurance requirements.
- d. Academic and other advisory services.
- e. Access to university facilities as full members of the host institution, including library, sports, and student union facilities and organizations.
- f. Each year both institutions will provide necessary details of the academic year, course descriptions, handbooks and all other information to enable students to make an informed choice of subjects to be taken at the host institution.
- g. The host institution shall provide upon request, to the Exchange Coordinator, estimated costs which may include the following: travel expenses, housing & meals, medical expenses, textbooks and academic supplies, passport and visa fees, etc.

### **5. Transcripts**

The host institution will provide the home institution with a final transcript from the Office of the Registrar in a timely manner, certifying the student's academic performance provided that the student has met all financial obligations to the host institution. Each university shall assess the academic work completed at the host university and shall award credit to its students in accordance with its own academic policies and regulations.

### **ARTICLE VI: AGREEMENT COORDINATORS**

Each institution designates the following officials to serve as coordinators under this agreement. The individuals designated as coordinators may be revised by either institution by providing written notice to the current coordinators.

For USFQ:

Mateo Saenz  
 Director of International Affairs  
 Vía Interoceánica y Pampite  
 avelasco@usfq.edu.ec  
 593-2971-700 ext. 1166

For ESC Clermont Business School:

Audrey Esteves  
 Head of International Relations  
 4, Bd Trudaine, 63000 Clermont Ferrand  
 Audrey.esteves@esc-clermont.fr  
 0033473982408

### **ARTICLE VII: DISPUTES AND JURISDICTION**

The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Ecuador. This Agreement is governed by and shall be construed in accordance with the laws of Ecuador.

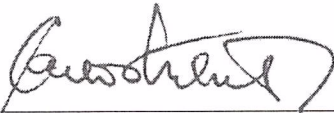
### **ARTICLE X: TERMINATION OF THE AGREEMENT**

This Student Exchange Agreement shall take effect upon the approval of the appropriate authorities of both parties. It will be valid for a period of 5 years starting at the date of the last signature entered below. The Agreement may be modified by written agreement signed by both institutions. It can be terminated by either party upon previous notification given at least twelve (12) months in advance. Commitments already in progress shall be fulfilled. Both partners agree to rectify any exchange imbalance remaining upon termination of the agreement within two years of termination. In case of any dispute regarding the students or the agreement, both parties shall agree to attempt to resolve the matter together in a cooperative spirit. If the agreement expires, it can be renewed if both parties agree. While the agreement is under renovation, both institutions can continue promoting the program to their students.

**ARTICLE XI: FORCE MAJEURE**

1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
  
2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
  
3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

November 6, 2020  
Date:

  
\_\_\_\_\_  
Carlos Montúfar, Ph.D.  
Rector, Universidad San Francisco de Quito

November 12, 2020  
Date:

  
\_\_\_\_\_  
Françoise Roudier  
General Director, Groupe ESC Clermont