Association of Jesuit Colleges and Universities  
One Dupont Circle, Suite 405, Washington, DC 20036

Memorandum of Agreement

This Memorandum of Agreement (MOA) is made between the Association of Jesuit Colleges and Universities (hereafter referred to as “AJCU”) and Loyola University New Orleans, a Jesuit university or college in the United States (hereafter referred to as “Loyola”) in recognition of the benefits of providing students with the opportunity to study outside the United States under the auspices of other institutions that share the mission and goals of Jesuit higher education.

RECITALS

WHEREAS, the parties believe that the availability of diverse study abroad opportunities is central to a liberal arts education and that a wide menu of high quality international offerings serves as a major recruitment tool for prospective students

WHEREAS, the parties agree that by sharing study abroad opportunities, Jesuit colleges and universities in the United States are able to offer an increased number of programs that excel academically, to properly steward institutional resources and to capitalize on already existing collegial relationships among Jesuit institutions

WHEREAS, the parties believe that by sharing study abroad opportunities, students will benefit from a larger number of study abroad locations and from the diversity of perspectives and experiences made possible by the presence of program participants from throughout the country

WHEREAS, the parties recognize that by working together they can accomplish more than they would through their individual efforts

TERMS

I. NATURE OF AGREEMENT

The Jesuit institution signing this MOA acknowledges that it is joining a consortium of Jesuit colleges and universities with the goal of enhancing international opportunities for its students within the umbrella of the Association of Jesuit Colleges and Universities (AJCU).

II. MEMBERSHIP
Membership in the Consortium is limited to Jesuit colleges and universities in the United States that agree to the purposes of the Consortium as described in Section I hereof and agree to abide by the terms of this MOU.

The Consortium shall have no authority over its members and this agreement will not conflict with or supersede any existing agreement of AJCU member. Its main purpose is to facilitate and support study abroad opportunities for students of the member institutions.

III. RESPONSIBILITIES

A. AJCU

The Association of Jesuit Colleges and Universities (AJCU), agrees to act as facilitator by:

(1) Creating and maintaining in such manner as it may choose a database of study-abroad programs available to Consortium members.

(2) Promoting the Consortium among its members and other AJCU colleagues and university for the purpose of obviating the need for multiple bilateral agreements between individual AJCU schools and

(3) Creating periodic reports on the usage by Consortium members’ students of the opportunities made available through the Consortium.

B. Consortium Member Institutions

(1) Consortium Members hosting study abroad programs ("Host Institution") agree to:

(a) Offer at its own discretion specific study abroad programs to the other members of the consortium at a specified and published cost.

(b) Allow other Consortium member institutions to cross-register their students into the Host institution’s study abroad courses. This is strictly an administrative function that allows the host institution to process participating students from other Consortium members as if they were their own.

(c) Provide program advertisement brochures, handouts, posters, and other materials to Home institutions, explaining available study abroad programs through the Host institution to prospective student participants. Specifically, Host institution program directors will provide to home institution directors copies of all informational and orientation materials that go to students and parents. Such includes but is not limited to materials on curriculum, program rules and procedures, syllabi, program handbooks, safety procedures and guidelines, handouts presented at orientation sessions, and any other materials distributed to all participating students.
(d) Clearly articulate mission and all administrative services of the program including but not limited to:

- Clearly Articulated Mission of Relevance to Jesuit Education
- State-of-the-Art Risk Management Procedures
- Full Set of Student Services
- Program Effectiveness and Assessment

(e) Provide and/or oversee services related to the administration of the programs offered, including but not limited to:

- Registration and ongoing supervision of the academic and operational features of the program
- Making periodic visits to the field sites
- Employing and evaluating the program director (if appropriate)
- Overseeing the preparation of the annual budget and revisions, as needed
- Collecting, disbursing, and accounting for program funds
- Approving major decisions about the program's policies, format, structure, and calendar
- Monitoring the publicity and recruitment efforts
- Taking responsibility for the academic integrity of all aspects of the program, including qualifications of staff members, suitability of courses and other forms of programming, standards for admission and evidence of student achievement (host institution will use same criteria for admissions of home institution students as it uses for its own students)
- Evaluation of the educational impact of the program, and taking responsibility for the general welfare of students enrolled in the program
- Processing and transmission of grades/transcripts in an expeditious manner.

(f) Clearly articulate curricular and cultural aspects of the program which adheres to Jesuit philosophy and mission.

(g) Charge a clearly specified cost (per student) to the home institution(s). The estimated costs should be communicated to the home institution no later than January 15; the final costs no later than April 1 of each calendar year.

(h) The host institution will keep participating home institutions apprised of changes in political environments, economies, or safety and security conditions that might impact on the successful operation of the individual programs in question at such time as Host Institution becomes aware of such issues and will clearly articulate its emergency procedures.

(i) The Host Institution reserves the right to take disciplinary action against any student from Home Institution, including immediate suspension and disenrollment, when it determines such actions are necessary or appropriate to ensure the academic integrity and personal safety of the Host Institution's programs or any of its participants.

(2) Institutions seeking to utilize study abroad services from the members of the Consortium (hereafter referred to as "Home Institution") shall:
(a) Select individual study abroad programs offered by host institutions to be included in their study abroad offerings. This agreement does not specify set criteria for said selection but relies upon each individual institution's needs and goals.

(b) Actively promote the Home institution's students those Host Institution's study abroad programs deemed to meet the standards of the Home Institution.

(c) Permit their students to cross-register in the Host institution's study abroad programs meeting the Home institution's standards without requiring the withdrawal of the student from the Home school.

(d) Work with host institution to enable coursework offered in the programs is acceptable as transfer credit.

(e) Seek to ensure that students seeking to participate in the Host institutions study abroad programs meet the Host Institution admission standards and submit all required evidence of student achievement to the Host Institution in a timely manner to permit appropriate consideration of participation eligibility by the Host Institution.

(f) Upon receipt of original grades/transcripts from the Host Institution, translate and record appropriate grades for students participating in the study abroad experiences in accordance with their own institutional practices.

IV. FINANCIAL ARRANGEMENTS

The Home institution will charge their students tuition and fees according to their normal practices and will decide if and what type of financial aid will be applied toward the costs of the study abroad program.

Host institutions will invoice Home institutions a charge (per student) that is consistent with that noted in the AJCU-maintained Consortium database. The invoice for the basic study abroad program costs will be directed from the Host Institution to the Home Institution, not from the Host Institution to the participating Home Institution's students, no later than 60 days after the start of the term in which the study abroad participation takes place and shall be paid promptly by the Home Institution.

In the event Home Institution's students withdraw from Host Institution's program during the course of, or prior to enrollment and participation, refunds will be issued in accordance with the established refund policies of the Host Institution. Home Institution will be solely responsible to its students for collection of tuition and fees, and administration of financial aid.

V. COMMUNICATIONS
Except in the case of the creation or editing of the database, communications concerning Consortium study abroad opportunities will be conducted directly between the Host Institution and Home Institution Consortium Members. To facilitate such communication, each Consortium member will designate one of more members of its staff who shall be the primary contacts among Consortium members on any issues associated with this MOU and study abroad programs and activities. Each member shall promptly advise AJCU of the name and contact information for such designees for inclusion in the database and shall promptly update such information as it may change from time to time.

VI. GENERAL

(1) Non-Discrimination. The Consortium members shall strictly enforce all laws, policies and procedures prohibiting discrimination on the basis of race, color, religion, ancestry, national origin, age, sex, veteran status, sexual orientation, marital status, medical condition, or disability.

(2) Term of Agreement. This MOU shall be effective as of the date indicated below and shall be automatically renewed annually unless terminated by the Consortium member upon thirty (30) days prior written notice to the then president of AJCU; provided, however, that termination shall not become effective until the end of the following academic year.

(3) Confidentiality. The parties shall protect the confidentiality of each others' shared institutional records and information, and shall not disclose confidential information without the prior written consent of the other party, or of the student participants as appropriate.

(4) Indemnification. The parties agree to protect, indemnify, defend, and save harmless one another, including their respective officers, officials, employees, faculty, and agents from any and all liability, including reasonable attorneys' fees, resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way related to the performance of this MOU, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students, or agents.

(5) Entire Agreement. This MOU contains all the terms among the parties and, except for those aspects not addressed by this MOU, may be amended only in writing signed by all parties.

(6) Headings. The paragraph headings in this MOU are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

(7) Relationship of the Parties. The relationship of parties to this MOU is that of independent contractors. Nothing in this MOU is intended, nor shall it be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association. None of the parties shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on another party or parties, except as may be authorized in writing.

(8) Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
(9) Use of Institution Trademarks and Logos. None of the parties shall use another's trademarks or logos in advertising or promotional material without first obtaining written consent from the party possessing the rights to the name, trademarks or logos.

(10) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same Agreement.

(11) Compliance with Law. Both Host Institution and Sending Institution shall comply with all laws and regulations applicable to this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this _____ day of [Month], [Year].

On behalf of the AJCU member:

[Signature]
President of [Institution]

[Signature]
College or University

Date

On behalf of AJCU:

[Signature]
Charles Currie S.J., AJCU President

Date

[Signature]