AGREEMENT and TERMS OF PARTICIPATION
Governing Educational Exchanges between
Loyola University New Orleans
And other Institutional Members of the
INTERNATIONAL STUDENT EXCHANGE PROGRAM, INC.

The International Student Exchange Program (ISEP) is an independent non-profit organization incorporated in the District of Columbia in the USA. Its purpose is to coordinate and facilitate the reciprocal exchange of students among member institutions of higher education in the United States and those in other countries. ISEP is committed to international educational exchange as an integral component of higher education, accessible to all students regardless of social and economic background. ISEP seeks to broaden the educational experience of participating individuals, to foster the development of mutual understanding, peace, goodwill and respect among people and nations.

Participation in ISEP is open to accredited institutions of higher education in the United States and in other countries that have been approved for membership in ISEP.

The institution mentioned above hereby agrees to be bound by the terms set forth in this document regarding the exchange of participants between the institution and other institutional members of ISEP.

The terms used in this document are understood as follows:
- ISEP stands for the International Student Exchange Program, Inc.
- Contracting Institution refers to the institution hereby entering into this agreement.
- Cooperating Institution refers to the other institutions that participate in ISEP exchanges.
- Participants refers to the students who are exchanged between the Contracting Institution and the Cooperating Institutions through ISEP.

It is the policy of ISEP not to discriminate on the basis of gender, race, color, age, ethnic or national origin, religious affiliation or disability in offering exchanges to students of its member institutions.

I. General Obligations of the Contracting Institution

1. Designation of ISEP Coordinator

The contracting institution shall name a member of its academic or administrative staff or any other appropriate person to serve as the local ISEP coordinator. The ISEP coordinator shall be responsible for the administration of the ISEP program on campus, serve as the link with the ISEP central office, and generally carry out the coordinators' duties as spelled out in the ISEP Coordinator's Manual. If the coordinator becomes unable to fulfill those functions, the contracting institution shall make arrangements for the appointment of a substitute.
2. Payment of Institutional Fee

ISEP shall assess the contracting institution an annual membership fee, which is reviewed and approved each year by the Board of Directors.

3. Collection of Participant Program Fee

The contracting institution shall designate and collect a program fee from its own outgoing participants equivalent to the services it must provide its incoming participants.

ISEP shall not be responsible to the contracting institution, to any participant, or to any cooperating institution for the failure of the contracting institution to collect such a fee. The contracting institution will not be released of its responsibilities to incoming participants because of such failure.

The contracting institution is also responsible for payment to ISEP of the fee assessed each individual student nominated, but the institution is entitled to recover that cost from the nominee. This fee is not refundable unless ISEP is unable to place the nominee in which case an administrative fee will be retained by ISEP.

4. Information Distribution

The contracting institution agrees to provide ISEP with access to current information regarding its curriculum and its facilities as needed and requested, and to allow ISEP to distribute all materials provided. ISEP shall, to the best of its ability, provide to the contracting institution access to similar information about cooperating institutions necessary for its own outgoing participants. ISEP is not responsible for the accuracy or completeness of any information provided by its members.

II. Exchange of Students between Institutions

1. Nomination of Outgoing Participants

The contracting institution will nominate candidates for participation in ISEP exchanges according to the eligibility criteria as defined in the Coordinator's Manual. The number of participants to be exchanged each year shall be determined by mutual agreement between the contracting institution and ISEP and may be modified by mutual consent.

The ISEP central office reviews the qualifications of all nominees and seeks to place them at one of the cooperating institutions they have requested. If this is not possible, the staff will try to secure an alternate placement in consultation with the nominating institution and the participant.

2. Admission of Incoming Participants

The contracting institution agrees to accept all participants placed by ISEP staff, subject to the following qualifying conditions:

(a) All participants must meet the general criteria established by ISEP and any specific requirements mutually agreed upon by ISEP and the contracting institution.

(b) The obligation to accept incoming participants shall be limited to the number of exchanges agreed to between the contracting institution and ISEP. The number of incoming participants shall balance the number of outgoing participants, unless a previous exchange imbalance is to be corrected.

(c) Incoming participants may be refused acceptance if the contracting institution cannot meet their stated academic requirements.

(d) Responsibility for accepting placed participants shall not extend to any degree program at the contracting institution. Any participant seeking admission to a degree program through ISEP shall be subject to the full rigor of the selection process for that degree program at the contracting institution.

The contracting institution must inform ISEP if it requires its own student application forms to be completed in addition to ISEP's placement forms, and in that case must supply its own application forms to placed participants in a timely manner upon receipt of placement information from ISEP.

The contracting institution shall provide a formal letter of admission to all placed participants. Placement commitments to incoming participants confirmed in writing by the contracting institution shall be final and irrevocable, regardless of the possible withdrawal of the institution's outgoing participants.

3. Balance of Exchanges

ISEP will seek to balance incoming and outgoing participants to the best of its ability. Should an imbalance become unavoidable, ISEP will seek to correct it in the following placement period. ISEP will not allow the number of incoming participants to exceed the number of outgoing participants without the explicit consent of the contracting institution, except to correct a previous imbalance.
III. Obligations towards Incoming Participants.

The contracting institution shall provide the following benefits to all incoming participants who have been accepted:

(a) Enrollment in a full-time course of studies or research, allowing the participants to pursue the course of studies outlined in their study site request for the period stipulated. Any and all tuition and other charges for such enrollment, including associated laboratory, examination or other fees covering all courses within the normal curriculum, shall either be waived or paid by the contracting institution, unless specifically excluded in advance by arrangement with ISEP. Intensive language courses offered outside the normal curriculum and other such special courses are not considered a part of ISEP benefits and the costs for such courses need not be met by the contracting institution unless specifically agreed upon in advance.

(b) All memberships, benefits and rights to participate in activities (e.g., access to health, recreational and sports facilities, and student organizations), as well as the full range of services normally accorded visiting international exchange students, including orientation, academic advising and other assistance.

(c) Housing benefits from the official date of arrival through the end of the last academic session of the placement period inclusive of all examination and vacation periods as well as periods between academic sessions. Meal benefits (19 to 21 meals per week) from the official date of arrival through the end each semester of the placement period, inclusive of all examination and vacation periods within the semester only. Housing benefits and meal benefits are to include an initial placement for housing and arrangement for meals available on the official arrival date of the incoming participants at the contracting institution. The quality of accommodation and meals provided shall at least match that normally available to regular students at the contracting institution. Any changes in housing and meal arrangements requested by participants must be approved by the contracting institution but are not its responsibility to arrange. Providing housing benefits to married couples is left to the discretion of the contracting institution, but the amount of housing and meal benefits need only equal that provided to a single participant.

(d) The contracting institution shall make every effort to provide access to all courses and research facilities requested by participants, even those with limited enrollment, unless specifically excluded by prior arrangement with ISEP.

(e) The contracting institution agrees to provide an annual update of information regarding its academic calendar and the benefits available to incoming participants.

Benefits to a participant may be revoked if the participant (1) fails to remain enrolled full-time at the contracting institution, (2) fails to maintain acceptable academic standards as defined by the institution, or (3) violates the laws or regulations of the host country or institution.

In case of unpredictable circumstances (such as natural disasters, strikes or civil unrest), the institution shall inform ISEP and make appropriate arrangements to ensure that incoming participants receive ISEP benefits.

ISEP shall seek to ensure that all the above benefits and service are provided reciprocally by the cooperating institutions; but ISEP's responsibility to the contracting institution and to the participant does not extend beyond such endeavors, and ISEP is not liable for benefits not provided.

Incoming participants are personally responsible for maintenance costs beyond the benefits defined above, including travel, local transportation, books and other required personal supplies. Neither the contracting institution nor ISEP shall cover those expenses, unless explicitly agreed upon in writing by ISEP and the contracting institution.

IV. Academic Conditions of Exchange

1. Degree Status of Participants

Unless otherwise agreed, outgoing participants will remain enrolled as regular degree candidates at the contracting institution and will not be enrolled as candidates for degrees at cooperating institutions. Upon agreement of ISEP, of the contracting institution and of the cooperating institution concerned, incoming participants may be enrolled in postgraduate degree programs at the contracting institution. Any participant seeking a degree from the contracting institution will be subject to the full rigor of the institution's application process for that degree program, and will be expected to complete all regular requirements established by the contracting institution for that program. It is the participant's responsibility to obtain admission to the degree program at the contracting institution; ISEP does not guarantee such admission.

2. Coursework, Assessment, and Academic Records

The contracting institution will, as far as possible, assess the academic work of incoming participants in
the same manner as that of its own degree candidates. The contracting institution shall provide ISEP with a complete record of all academic work for which incoming participants were registered, including an assessment of their performance. ISEP shall provide the contracting institution with the academic records of its outgoing participants promptly upon receiving them from the cooperating institutions, and shall seek to obtain such records should they not be provided adequately or in a timely manner by the cooperating institution. ISEP assumes no further responsibility to the contracting institution or to the participants if it is unable to obtain such academic records.

Following unforeseen circumstances (such as natural disasters, strikes, civil unrest) which affect its normal academic program, the contracting institution shall forward to ISEP a summary of alternate arrangements made for the participants’ academic programs and an evaluation of their academic work during the period affected.

3. Credit Transfer

The contracting institution agrees that any and all work done by its outgoing participants shall be applicable to their degree program, provided that:
(a) they obtain approval from appropriate administrative and academic officers before departure;
(b) their actual academic program does not depart substantially from the program of study proposed;
(c) their academic performance meets the standards set forth by the contracting institution.

If the academic work to be done during an ISEP exchange will not count towards the participants’ degree program at their own institution, they must be explicitly informed of this in writing, and this information must be included in their Study Site Request at the time of the nomination.

V. Other Conditions of Exchange

1. Financial Aid

As ISEP participants remain enrolled at their home institution and the fees they pay for tuition, room and board remain at their home campus, they remain eligible for federally funded financial aid and are generally able to access the same aid sources, including institutional scholarships, as if they were studying at their home institution.

The U.S. Department of Education has reviewed the procedures governing ISEP exchanges, including the chapter in the Coordinator’s Manual on financial aid, and has determined that they conform to the requirements of written agreements between two or more eligible institutions.

For purposes of U.S. federal student financial aid, the contracting institution delegates authority to ISEP to act on its behalf and conclude agreements with the cooperating institutions. Therefore, separate consortial agreements between institutional members of ISEP are not necessary.

2. Visa Arrangements

ISEP will issue to participants coming to U.S. institutions the I-565 Certificate of Eligibility enabling them to apply for a J-1 Exchange Visitor visa.

Institutions outside the United States shall be responsible for providing their incoming participants with certification, including a letter of admission, required to obtain a student visa or residence permit covering the full period of the participant’s enrollment at the contracting institution, as well as providing further assistance as necessary.

3. Health Insurance Program

All ISEP participants must be enrolled in the ISEP group health insurance program while participating in an ISEP exchange, unless ISEP agrees to a waiver, in consultation with the contracting institution, the cooperating institution, and the participant. Participants must be continuously covered under the insurance program from the date of their departure to their host institution until the last day of the last academic session, or, in the case of incoming participants at U.S. institutions, until their final departure from the United States.

The cost of health insurance is not included in ISEP benefits and is the participant’s responsibility.

4. Departure of Participants from the Host Country

ISEP shall not be used by participants as a vehicle for illegal immigration. The contracting institution and ISEP agree that all ISEP participants shall be expected to depart from their host country following the completion of their ISEP exchange and no later than the expiration of their visa, unless granted written permission by immigration authorities to remain in the country. In the event that participants do not leave their host country by the time their visas expire, the contracting institution agrees to cooperate with all appropriate authorities in arranging for the participant’s departure. Should the authorities grant written permission to the participant to remain in the
host country for any other reason than the ISEP exchange, the responsibilities of the contracting institution and of ISEP shall cease.

VI. Terms of Agreement

1. Duration of Agreement

This agreement between the contracting institution and ISEP will remain in force as long as it is not explicitly terminated in writing by either party.

2. Termination of Agreement

This agreement may be terminated by written notification from either party. The termination will take effect upon the date requested in the notification, unless there are ongoing exchange placements at that time, in which case the termination will not take effect until the last participant’s exchange has ended.

In case there is an exchange imbalance at the time of termination:
- if the contracting institution has sent out more participants than it has received, the institution must honor its exchange obligations by accepting incoming participants until the imbalance is corrected;
- if the contracting institution has received more participants than it has sent out, it is entitled to send out its own participants without accepting incoming participants until the imbalance is corrected. This right will be forfeited if the institution does not nominate participants within one year after the date of termination.

If the contracting institution terminates its membership after payment of the institutional fee, no new fee shall be charged by ISEP if the institution renews its membership within twelve (12) months of the date of termination.

3. Resolution of Disputes

As an international exchange program, ISEP is based on the common trust and good faith of all participating institutions. In case of disputes, the parties shall seek an amicable resolution. Any action arising under the agreement on the Terms of Participation shall be resolved exclusively in the courts of the District of Columbia in the USA.

The contracting institution agrees to abide by the policies and procedures governing ISEP exchanges as described in the above Terms of Participation and detailed in the ISEP Coordinator’s Manual, and the International Student Exchange Program agrees to admit the contracting institution to its membership with all the rights and privileges of a member institution.

Signature for Loyola University New Orleans

Signature for ISEP

Name: Walter Harris, Jr.
Title: Provost and Vice President for Academic Affairs

Name: Mary Anne Grant
Title: President and Executive Director

Date: August 3, 2004

* To indicate the commitment of the whole institution to the International Student Exchange Program, it is requested that this document be signed by the Head or the Chief Academic Officer of the institution.

Is an amendment attached to this agreement? Please initial here: Yes [ ] No [ ]