EXCHANGE AGREEMENT BETWEEN
LOYOLA UNIVERSITY NEW ORLEANS
AND
SOGANG UNIVERSITY

Loyola University New Orleans (hereinafter referred to as Loyola), and Sogang University (hereinafter referred to as Sogang) have reached the following agreement to facilitate and enhance academic cooperation through student exchange.

1.0 PURPOSE OF THE EXCHANGE AGREEMENT: DEFINITION

1.1 "Home Institution" is a party to this Agreement that sends its faculty members and/or students to the other party (institution) for the purposes of teaching, study, and/or research.

1.2 "Host Institution" is a party to this Agreement that accepts the visiting faculty member(s) and/or student(s) from the other party for teaching, study, and/or research.

2.0 TERM

2.1 This Agreement has a three-year term, and shall take effect on the 1st day of January 2014 and shall terminate on the 31st day of December 2016.

2.2 This Agreement will be automatically renewed for 1 additional three-year period, unless otherwise terminated by agreement of the parties.

3.0 STUDENT EXCHANGE

3.1 The parties agree to exchange students for the length of one semester or one academic year. Each university will normally send one undergraduate student to the other university for one year or 2 students for one semester each. If there is demand for a larger number of exchange students in any direction, this may be discussed and annually agreed in advance.

3.2 Both institutions will review the program annually for any imbalances in the number of exchange students, and will adjust the number of students appropriately throughout the duration of the Agreement, so as to try to achieve parity before this Agreement expires. If there is an imbalance in the exchange when the Agreement expires, the imbalance will carry over to any subsequent Exchange Agreement period.

3.3 All exchange students shall pay tuition fees to their home institution. No exchange student will be charged tuition fees by the host institution. However, there may be other incidental fees required by the host institution including any relevant course or college fees.
3.4 Transportation and living expenses, costs of room and board and health insurance, and other study costs shall be borne by the visiting students. Visiting students are required to participate in the student health plan offered or approved by the host institution.

3.5 The home institution shall propose students qualified for the exchange to the host university no later than four months prior to the beginning of the following academic year.

3.6 Exchange students must meet the admissions criteria of the host university including the language proficiency requirement.

   a. Students’ official transcripts are required for all applications.
   b. Music students coming to Loyola must submit an audition tape or CD. Visual Arts students must submit a portfolio. Admission to these courses will be dependent on approval by the College of Music and Fine Arts.
   c. The host institution reserves the right to reject candidates because of existing restrictions on admission within an academic discipline. In this case, the home institution may propose further candidates or may suggest an alternate course of study for its students. Final acceptance of each student by the host institution is entirely the host university’s decision.

3.7 Students participating in this program will continue as candidates for the degree of their home institution but be registered as full-time students at the host institution. Transfer of credit for work undertaken will be subject to the discretion of the home institution.

3.8 The respective host university shall appoint a faculty or staff member who is familiar with course equivalencies, and who shall provide guidance to exchange students. Specifics of each exchange student’s course of study must be clarified and mutually agreed upon before the beginning of the student’s exchange experience.

3.9 The exchange student will enjoy the same rights and privileges, and be subject to the same rules and regulations as the students of the host institution. Students are expected to become familiar with the rules and regulations of their host institution. It is the responsibility of each institution to assist students in acquiring information regarding rules and regulations.

3.10 Each institution agrees to assist each exchange student by:
   d. providing pre-departure material,
   e. providing a post-arrival orientation program,
   f. providing all necessary documents to assist students to obtain the correct visa and immigration registration,
   g. arranging appropriate accommodation,
   h. providing arrival assistance, and arranging temporary accommodation if required, and
   i. providing student support, advisory services and cultural enrichment activities.

3.11 Exchange students shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.

3.12 At the conclusion of the exchange, the universities agree to provide an official transcript on the achievements of the exchange student.
3.13 Each institution will endeavor to support and assist the other institution in its compliance with applicable laws governing the education of students and the students' individual rights.

3.14 The parties agree that the academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and social discipline will be distributed to the other party and carefully followed.

4.0 INSURANCE

Each institution agrees that it will maintain such reasonable and appropriate public or general liability insurance policies to support its operational risks, including those risks assumed under this agreement, throughout the entire term of this agreement.

5.0 NON-DISCRIMINATION

The parties agree that no person shall on the grounds of race, color, national origin, gender, ethnicity, sexual orientation, disability or creed be excluded from participation under the terms of this agreement.

6.0 RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to this Agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

7.0 USE OF INSTITUTIONS' NAME; ADVERTISING AND PUBLICITY

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

8.0 WAIVER

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this Agreement.

9.0 NOTICES

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Loyola:
Center for International Education
Loyola University New Orleans
6363 St. Charles Ave.
New Orleans, L.A. 70118 U.S.A.
To Sogang:
Office of International Affairs
Sogang University
#35 Baekbeom-ro, Mapo-gu, Seoul 121-742, Korea

13.0 RENEWAL, AMENDMENT, AND TERMINATION

13.1 Amendments to this Agreement may be made at any time by written correspondence, and only when agreed upon by both universities. Any amendments shall be added to the terms as appendices.

13.2 Either university may terminate this agreement by giving the other party no less than six (6) months advance written notice. Any students who have enrolled for study before the date of termination shall not be affected by the termination of the agreement.

13.3 The two universities shall carry out a review of the agreement six (6) months prior to its expiration to decide whether to renew the agreement.

Loyola University New Orleans

Marc Manganaro
Provost and Vice-President for Academic Affairs
June 24, 2013
Date:

Sogang University

Joon Soo Jon
Executive Vice President
July 22, 2013
Date: