

## **MEMORANDUM OF AGREEMENT**

### **AMERICAN UNIVERSITY**

4400 Massachusetts Avenue, N.W.  
Washington, D.C. 20016  
United States of America

and

### **THE UNIVERSITY OF GOTHENBURG**

Box 100  
SE-405 30 Göteborg  
Sweden

American University and the University of Gothenburg, recognizing the many benefits of an academic partnership in an increasingly interdependent world, enter into this general agreement to establish formal linkages between their institutions.

Therefore, on this 5<sup>th</sup> day of November, 2010, American University, represented by Provost Scott A. Bass and the University of Gothenburg, represented by Vice-Chancellor Pam Fredman, agree via this Memorandum to carry out and support projects that promote the mutual interests of both institutions. These could include the following types of activities:

1. Encouragement of study by qualified students, both graduate and undergraduate, of each institution at the other.
2. Exchange of faculty, researchers and staff.
3. Exchange of academic materials, publications, and other information.
4. Promotion of collaborative research in areas of mutual interest.
5. Development of short-term academic and training programs.
6. Participation in jointly organized academic meetings, seminars, and workshops.
7. Any other areas which the parties agree are in their mutual interest.

American University and the University of Gothenburg further agree that:

1. This Memorandum of Agreement will become effective on the date first written above, will remain in force for a period of five (5) years from such date, and will be renewable every five (5) years thereafter upon the mutual written consent of both parties. Either party may choose to terminate this Agreement by written notification to the other party. Termination will become effective three (3) months after notification is received by the other institution.

2. This Agreement may be amended by means of common written consent on the part of the signatories or their duly authorized representatives.

3. The specific terms of cooperation for the administration of activities between the parties will be established in subsequent supplemental agreements. Such agreements will specify the activities and programs to be achieved in the respective areas, the schedule of such activities and programs, the requisite financial arrangements for the implementation of such activities and programs, the responsible institutional representatives for implementing such activities and programs, and any other elements mutually deemed necessary for the effective undertaking of the activities and programs agreed upon by the parties. Any such agreements are hereby fully integrated into this Agreement.

4. Each institution's employees, faculty, students, and agents will be obligated to abide by the other institution's rules and regulations while participating in any activity or program initiated under the terms of this Memorandum of Agreement, and said individuals agree to abide by the laws of the host country during participation in any such program or activity. The regulations of the University of Gothenburg are found at [www.gu.se](http://www.gu.se), under the heading Policy, rules and plans. American University's regulations are found at [www.american.edu](http://www.american.edu). Any change in institutional regulations will be forwarded to the other institution and will apply prospectively in the next academic semester to individuals participating in programs under this Agreement

5. It is to the institutions' mutual benefit to resolve their differences or disputes amicably. Accordingly, each agrees to contact the other's designated representatives to discuss and work toward the resolution of any disputes that may arise during the term of this Agreement. Notwithstanding, the institutions agree that each shall indemnify, defend, and hold harmless the other party for any loss, claim, damage, or demand, whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees, or subcontractors. No consequential, liquidated, or special damages may be claimed against the other institution. Each institution hereby certifies that it has sufficient insurance or collateral to support this indemnification obligation.

6. Now intending to be legally bound, American University and the University of Gothenburg have caused their duly authorized representative to execute this Memorandum of Agreement on the date first written.

Scott A. Bass / ufc  
12/15/10

Scott A. Bass  
Provost  
American University



Pam Fredman  
Vice-Chancellor  
University of Gothenburg

N 22 2591/08

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Washington, D.C. 20016  
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and

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Box 100  
SE-405 30 Göteborg  
Sweden

American University ("AU"), represented by President Cornelius M. Kerwin, and the University of Gothenburg ("UG"), represented by Vice-Chancellor Pam Fredman, enter into this Agreement to establish a reciprocal student mobility program through which each institution's undergraduate students may study at the other institution for a period of a semester or year. AU and UG will support the activities of this educational partnership in accord with the terms of this Agreement for the mutual interests of both institutions.

AU and UG agree to the terms and conditions set forth below.

*Section 1. **Period of Agreement.*** The Agreement is effective for a period of five (5) years from the date of signing and can be renewed every five (5) years thereafter upon the mutual, written consent of both institutions.

*Section 2. **Termination.*** Either institution may choose to terminate this Agreement by written notification to the other. Termination will be effective three (3) months after written notification is received by the other institution. Either institution can terminate the Agreement immediately if, in its opinion, the other institution is incapable of fully performing the services described herein, or the health, safety, or welfare of students are endangered for any reason. The notice of termination notwithstanding, students already admitted or enrolled at each school under this Agreement can complete their studies through the end of the semester or academic year for which they were admitted.

*Section 3. **Amendments.*** This Agreement may be amended by the written consent of the signatories or their duly authorized representatives.

*Section 4. **Admission and Enrollment of Students.*** AU and UG agree to nominate qualified undergraduate students from their respective institutions beginning in the 2008-2009 academic year. Each university, however, will retain decision-making authority on the admission of students from the other institution. Each institution will inform the other of the number and names of its students who are intending to apply with sufficient advance notice for the institutions' respective planning purposes. Applications, written by the students and completed with the home university's endorsement letter, will be sent following each institution's standard procedures and timetable for the admissions process. The application and admissions procedures are accessible on the UG and AU websites. The institutions acknowledge that their students may not be able to enroll in all their desired

courses due to e.g. capacity constraints or change of course offerings, in which case each institution will make every reasonable effort to accommodate them in alternative courses in the fields of study they wish to pursue.

*Section 5. **Student Status and Access.*** Students will remain enrolled as regular degree candidates at their home institution and will attend AU and UG on a full-time basis as visiting, non degree exchange students. They will have access to all undergraduate academic areas and courses of study for which they are qualified, except those specifically proscribed by either institution. They will also have the same access to all services and facilities as other students at each institution, including, but not limited to, the library, technology, recreation, and cultural activities.

*Section 6. **Transfer Credit.*** Course credits earned by students at either institution may be transferable to the home institution's transcripts, subject to each institution's regulations. If requested by the other institution, each will provide supporting documents relevant to students' proposed courses of study, including course descriptions and available course syllabi in order to facilitate credit transfer. The final determination of such transferability will remain with the students' home institutions. AU and UG agree to provide student academic records and grades as soon as possible, but no later than six (6) weeks after the conclusion of the academic term, if students have cleared their financial accounts with the host institution and have no other unfulfilled obligations to the host institution that would restrict the release of their records and grades.

*Section 7. **Information and Orientation.*** Each institution will provide the other's students with information required to obtain immigration documents and with detailed curricular and extra-curricular information relevant to their attendance as exchange students in a timely manner. Upon arrival at the host institution, students will receive an on-site orientation covering the institution's relevant academic and non-academic services and facilities. Staff of AU's Office of International Student Services will coordinate with other support offices to respond to UG students' requests for academic, advisory, and personal counseling services, and will consult with UG staff in complex situations that require a coordinated response. UG will provide a similar designation and range of services for AU students.

*Section 8. **Housing.*** AU students will be encouraged to apply for student housing through UG's Exchange Student Services (ESS) in good time, in accordance with the application instructions. UG will endeavor to provide such housing but cannot guarantee it if exceptional circumstances arise. AU students applying for accommodation after the deadline bear the responsibility for locating housing. Wherever possible, UG will endeavor to integrate AU students with UG students from Sweden. All UG students will be encouraged to reside in AU's on-campus housing facilities in order to ensure their full integration with the entire AU student community. AU will endeavor to provide such housing but cannot guarantee it if exceptional circumstances arise. AU will assist UG students in locating off-campus housing if students strongly prefer such housing, or if AU is unable to provide on-campus housing. However, the UG student bears the ultimate responsibility for locating such off-campus housing.

*Section 9. **Health and Insurance.*** The insurance "Student Ut" and "Student In" by the Swedish Legal, Financial and Administrative Service Agency (Kammarkollegiet) will be accepted by both universities as an insurance coverage for all exchange students within this Agreement.

See: [http://www.kammarkollegiet.se/forsakr/forsakr\\_eng.html](http://www.kammarkollegiet.se/forsakr/forsakr_eng.html) for detailed insurance text. Students will be informed of this insurance, and encouraged to complete it with their own private insurance if they feel it necessary. Neither AU nor UG will be responsible for any medical or health care related expenses incurred by exchange students.

AU will direct the UG students requiring medical assistance to its student health facilities and, if necessary, other appropriate facilities. UG will assist AU students requiring medical assistance by directing them to the appropriate medical facilities, with English speaking personnel if possible. If either institution determines that a student from the other institution is in an emergency situation, it will promptly notify the other and cooperate fully in determining what additional actions may be required.

*Section 10. Exchange Mechanism and Tuition fees.* The number of students to be exchanged will not exceed a total of 2 students for a semester or 1 student for a year, unless specially negotiated e.g. for achieving balance. One academic term at AU and at UG shall be considered equivalent. Exchange students will pay tuition costs, if any, to their home university and will be exempt from paying such costs to the host university.

If AU would like to send additional students to UG then AU will also admit additional students from UG to achieve balance within the Agreement period. If UG would like to send additional students in excess of the exchange allotment, those students or UG will pay tuition costs directly to AU per academic term (or year) within 21 days of receiving a detailed invoice from AU. In the event that a UG student is unable to enroll at AU following admission, or withdraws from study at AU following the commencement of the academic term, AU's graduated refund policy for tuition paid will apply. Details on AU's graduated refund policy can be found at:

[http://www.american.edu/finance/student\\_accounts/full\\_withdrawal.html](http://www.american.edu/finance/student_accounts/full_withdrawal.html).

*Section 11. Exchange Balance.* Both Universities will endeavor to achieve balance in the numbers of their students participating in the exchange program each year. If, at the end of each year, one University has received more students from the other than it has sent to the other, that University may stop receiving students while continuing to send its own students until balance is attained. If an imbalance of exchange places exists at the time of written termination of this Memorandum of Agreement, the University having hosted the larger number of exchange students shall be entitled to rectify any imbalance by sending additional students to the other University under the terms of this Memorandum of Agreement within one year from the date that this Memorandum of Agreement officially terminates.

*Section 12. Student Payments.* Students from both institutions will be responsible for all their personal expenses, including, but not limited to, housing, meals, transportation (to, from, or within each Host Country), passports and visas, books and other supplies, telephone, e-mail, and other communication expenses. Students residing in institutional housing will pay the respective institutions according to their payment instructions provided by the host university. Students residing in off-campus housing will pay the housing provider directly. Tuition and tuition related fees are waived by the host university, but additional charges normally paid by domestic students will be the student's responsibility. Students will pay such fees or costs, if any, directly to the host institution according to their instructions, after receiving an itemized invoice. Both institutions will inform each other about the nature and amount of such fees together with the application instructions.

*Section 13. Student Conduct.* Students will be subject to the student conduct policies, rules, and regulations of each host institution. Each agrees to provide its students with a written copy of the other institution's policies and standards at the time of the students' on-site orientation. Each institution can take disciplinary action against a student from the other if the student violates the host institution's policies or code of conduct.

*Section 14. Commitment to Equal Opportunity.* Both universities subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, national origin, religion or disability.

*Section 15. Liability.* Neither UG nor AU will be liable for damages caused by students to their own or other persons and property. Students will be individually liable for the economic and legal consequences of their personal actions. AU and UG will notify its students in writing of this liability. Neither institution will be liable for any failure or delay in performing the obligations of this agreement caused by natural disasters, unforeseen events beyond its control, terrorism, public enemy, or other similar catastrophes. Each institution will protect and hold harmless the other from any loss, claim, or damage resulting from their gross negligence.

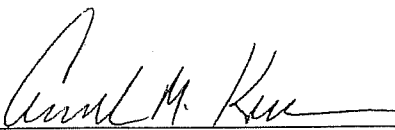
*Section 16. Legal Compliance.* Both universities warrant and represent that it is in compliance with all the laws of their country regarding permits of any kind required to perform the services described in this Agreement.


*Section 17. Official Notice.* Official notices and correspondence will be sent to:

AMERICAN UNIVERSITY  
Sara Dumont  
American University  
4400 Massachusetts Avenue, NW  
Washington, DC 20016-8026  
USA  
Tel: (202) 885-1321  
Fax: (202) 885-1370

GÖTEBORG UNIVERSITY  
Dora Kós-Dienes  
International Office  
Box 100  
405 30 Göteborg  
Sweden  
Tel: +46 31 786 1511  
Fax: +46 31 786 4473

Now intending to be legally bound, AU and UG have caused their duly authorized representatives to execute this Agreement on the day and date written below:

  
\_\_\_\_\_  
Cornelius M. Kerwin  
President  
American University

  
\_\_\_\_\_  
Pam Fredman  
Vice-Chancellor  
University of Gothenburg

Date 7-7-08

Date 080516