**AGREEMENT ON FACULTY EXCHANGE**

*between*

**LOUISIANA STATE UNIVERSITY AND**

**AGRICULTURAL & MECHANICAL COLLEGE**

Baton Rouge, Louisiana, USA

*and*

**PARTNER INSTITUTION**City, Country

The purpose of this agreement is to promote international understanding and academic collaboration between Louisiana State University and Agricultural & Mechanical College, hereinafter referred to as LSU, and Partner Institution, hereinafter referred to as Partner Institution Abbreviation.

**ARTICLE 1: FRAMEWORK FOR FACULTY MOBILITY**

1. Faculty members from each university may apply to spend an academic term at the host university, serving either as an “exchange professor” on a one-to-one reciprocal exchange of posts, or as a “guest research scholar”.
2. In a reciprocal exchange, faculty going to the host university as exchange professors shall undertake the normal duties of full-time faculty members at the host institution, but the home institution shall remunerate its own faculty during the period abroad.
3. The exchange balance may be achieved within the same semester or in two (2) consecutive semesters.
4. No exchange balance is required for those going to the host university as guest research scholars, visiting lecturers, or consultants.The research scholar shall be invited by and affiliated with a specific department at the host university and shall be assigned a faculty liaison by the host university. In addition to conducting their research, they shall provide occasional assistance to the host university sponsoring department, such as delivering an occasional lecture or collaborating on a special project. These services shall be provided in exchange for the research scholar’s access to campus resources.

**ARTICLE 2: SELECTION AND RENUMERATION OF FACULTY ON RECIPROCAL EXCHANGE**

1. The reciprocal exchange shall be subject to the instructional and staffing requirements of each university. The approval of exchange faculty at the host university, the assignment of teaching responsibilities or research affiliation, and all other features of an academic appointment or affiliation shall require the consent of the appropriate administrative officers in each university. Each university reserves the right to decline to enter into a particular exchange of faculty members proposed.
2. The nomination of faculty members for the exchange shall be made as early as possible in the calendar year preceding the year of the exchange. Each nomination shall be accompanied by a curriculum vitae, as well as by a statement indicating the areas of the discipline in which a faculty member feels competent to teach or in which a faculty member wishes to conduct research, as the case may be.
3. Exchange faculty shall receive remuneration from their home university on the same basis and at the same scale level as if they had remained at their home university. They shall be given the same credit towards sabbatical, promotion, and retirement arrangements as they would have received had they remained at their home university. The host university is not obligated to provide remuneration to the exchange professors.
4. The exchange faculty shall be responsible for obtaining necessary visas and otherwise complying with all immigration laws and regulations of the country of the host university. The host university shall provide all necessary documentation and cooperate in such efforts, but cannot assure the granting of any visas, permits, or approvals.

**ARTICLE 3: GUEST FACULTY AND STAFF VISITORS**

1. Guest research scholars, lecturers, or consultants outside of a reciprocal exchange will be paid by the host university an amount to be agreed upon prior to departure from the home university of the invited faculty members.
2. In the framework of the exchange agreement, the institutions may additionally undertake exchanges of administrative staff. Conditions and remuneration for this exchange would be agreed to and set forth in an addendum to the current agreement.

**ARTICLE 4: ACCOMODATION AND INSURANCE FOR PERSONNEL EXCHANGES**

1. The provision of accommodation for faculty and staff members on exchange will remain the responsibility of the exchange visitor, but the host academic department agrees to use its best efforts to facilitate obtaining suitable housing.
2. Neither party is responsible for travel and living expenses pertaining to visits of faculty and administrative personnel of the other party unless provision to the contrary appears under an addendum accompanying this general agreement.
3. For the entire duration of their placement, exchange and guest visitors of LSU shall undertake to subscribe to insurance coverage for medical care, evacuation and repatriation and civil liability for both professional and private activities.
4. It is understood that the host university accepts no responsibility or liability for health care services or health care insurance for visiting personnel.
5. The obligations of LSU and Partner Institution Abbreviation under this agreement are limited to exchange personnel only and do not extend to spouses or dependents. Expenses of accompanying spouses or dependents are the responsibility of the staff member.

**ARTICLE 5: PROGRAM COORDINATION**

The administrative responsibility for the exchange program shall be placed upon:

5.1 The Office of International Programs at LSU.

5.2 Appropriate Partner Institution Office at Partner Institution Abbreviation.

**ARTICLE 6: FINANCIAL**

This agreement does not create a financial obligation between the parties; therefore, no money shall be exchanged between the parties. Both parties will undertake to make their best efforts to obtain the necessary financial assistance from institutions providing support for such cooperative programs.

**ARTICLE 7: OTHER PROVISIONS**

7.1 Special efforts will be undertaken to arrange cooperative ventures beyond the direct exchange of staff, including educational research projects, exchanges of teaching resources, and cooperative curriculum development efforts.

7.2 The designated representatives at each institution will develop a plan for special activities that are undertaken.

7.3 Partner Institution Abbreviation and LSU agree to exchange publications, scholarly materials, and official publications as appropriate.

7.4 To the extent allowed by law, each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors. Neither party hereto shall be liable to the other for any incidental, consequential, or punitive damages.

7.5 Other international cooperative projects between Partner Institution Abbreviation and LSU, such as conferences and joint research projects, may be developed when a mutual interest is expressed. Details of the costs of such projects will be worked out, on an individual basis, well in advance of the proposed activity and shall be agreed to in a sub-agreement signed by both institutions.

7.6 Should any intellectual property emerge involving faculty, the parties agree to enter into a separate, mutually acceptable inter-institutional agreement, in good faith, concerning intellectual property ownership, management, commercialization, and sharing of income and expenses.

7.7 It is contemplated that the parties will enter into separate, suitable confidentiality agreements, chemical/biological material transfer agreements, or prototype transfer agreements, as appropriate, concerning transfer of any information and/or material that the providing party considers confidential and proprietary.

7.8 This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this agreement. No amendment, consent, or waiver of terms of the agreement shall bind either party unless it is in writing and signed by all parties.

7.9 The rights and obligations arising under this agreement are personal to each party, and said rights and obligations may not be encumbered, transferred, or assigned in any manner.

7.10 The text of this agreement is drawn up in English.

**ARTICLE 8: EFFECTIVE DATE AND DURATION**

This agreement shall be effective upon signature of both institutions involved. It shall continue in force for a five (5) year period.

Upon expiration of this five (5) year period, it may be renewed by written agreement between the institutions for a further period of five (5) years. Any proposal to amend the current agreement shall be approved in writing by each institution. It will constitute an amendment to be attached to the present agreement.

This agreement may be terminated by either party upon giving nine (9) months written notice to the other party. In the event of such notice of termination, exchange staff already staying at either university under this agreement will be permitted to complete their studies, teaching, and/or research under their original conditions.

Each of the undersigned signatories hereby certifies that he/she has the authority to bind his/her respective institution to this agreement.

**ARTICLE 9: RENEWAL**

This agreement may be renewed upon written request, including the summary of the activities having taken place under the auspices of the agreement. The renewal must be agreed to and signed by both parties in order to take effect.

**PARTNER INSTITUTION**

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Authorized Partner Signatory Date

Title

**LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE**

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Roy Haggerty, PhD Date

Executive Vice President and Provost