

## **UNIVERSITY OF CENTRAL MISSOURI**

### **Memorandum of Understanding – Exchange Partnership Agreement**

**Örebro University**

International Office SE-701 82 Örebro, Sweden

*and*

**UNIVERSITY OF CENTRAL MISSOURI**

P.O. Box 800, Warrensburg, MO 64093 - USA

**THIS AGREEMENT**, entered into this first day of signed agreement, by and between the University of Central Missouri (hereafter referred to as UCM) and Örebro University (hereafter referred to as ORU)

**WITNESSETH THAT: WHEREAS** the UCM and ORU desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and **WHEREAS**, UCM and ORU desire to strengthen and expand the mutual contacts between the two universities; and

**WHEREAS** the UCM and ORU desire to provide for a variety of collaborative educational opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, it is mutually agreed as follows:

**I. Scope of Agreement** - This Agreement shall commemorate the parties' intent to enter into, but not be limited to, the following types of collaboration:

- A. Short and Long-term Faculty Exchange
- B. Undergraduate and Graduate Student Exchange
- C. Collaborative Research and Discovery, Learning and Teaching, and Engagement
- D. Other mutually agreed educational or research programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented. They will, thereafter, enter into specific written agreements based on the mutually agreed objectives and outcomes.

**II. Period of Agreement** - We would prefer: This agreement shall be valid for an initial period of five years from the date of signature. After that period it shall be automatically renewed from year to year unless one of the universities requests in writing to withdraw from the Agreement. It may be terminated by either party upon at least six months written notice. Such termination shall not affect activities in progress at the time the notice is received.

**III. Activities Under This Agreement** - It is expected that activities taking place under this agreement will be initiated primarily by academic units within each university and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For UCM, faculty and student exchanges will follow university guidelines for faculty and student exchange.

**IV. Planning and Management of Activities** - Each distinct collaborative program or activity will be described in a separate Program Specific Agreement drawn up jointly and signed by authorized

signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for implementing the program and set forth all terms and conditions associated with the activity. The parties understand that each Program Specific Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property, and other deliverables to which UCM may be required to contribute. Therefore, UCM reserves the right to perform a separate risk assessment on the legal, tax, and other liabilities that may arise under each Program Specific Agreement and to structure its deliverables under the Program Specific Agreement in a way that maximizes the cost and liability for their institution. UCM reserves the right to assign and/or subcontract any or all of its obligations under this MOU and/or Program Specific Agreement to any of its subsidiaries or affiliates (including affiliates controlled but not owned by UCM or any trustees of UCM).

## **V. Exchange of Faculty Members –**

A. Prior to any exchange of faculty members, academic officials of both institutions shall agree upon the specific faculty member(s) to be exchanged, the specific courses to be taught, and other duties to be performed by the exchanged faculty member(s), the specific dates that performance will occur (ranging from short-term visits to one-year visits) and the financial considerations pertinent to the exchange, if any.

B. The Home Institution is **responsible for providing** all salaries, benefits, insurance coverage, travel expenses, all withholdings required for tax or other purposes, and any other remuneration and expenses to which the exchanged faculty member(s) may be subject or entitled. All such exchanged faculty members shall always remain the employees of the Home Institution only. Nevertheless, the personnel of each party while on the premises of the other shall always be subject to the rules and regulations adopted by such other party concerning the conduct of its employees.

C. Unless a one-to-one faculty exchange occurs in which faculty members voluntarily exchange housing, the host institution will assist in arranging housing for the exchanged faculty member and their family. If faculty members voluntarily exchange housing, neither institution assumes any responsibility for the housing exchange.

## **VI. Exchange of Students –**

A. UCM and ORU will exchange students in a 1:1 ratio. To clarify, each of the following situations can be considered equal to one (1) exchange student:

1. One student for an academic year (Fall and Spring semesters)
2. One student in Fall and one student in Spring
3. Two students for one semester only (Fall or Spring)
4. Four students for a summer program

The actual number of students sent each year shall be mutually agreed upon by UCM and ORU.

B. Students must meet the following English language proficiency requirements at UCM:

- Undergraduate: TOEFL iBT score of 61 or IELTS Academic score of 5.5
- Graduate: TOEFL iBT score of 79 or IELTS Academic score of 6.0

Students who do not meet this requirement may enroll in the Intensive English Program (IEP) and, based on language testing, may take academic courses alongside English language instruction as appropriate to their proficiency level.

C. 1 credit hour at UCM is equivalent to 2 credit hours at ORU.

- Exchange students attending UCM are allowed to enroll in the following credit hour limits per semester, covered through the exchange:
    - Undergraduate students: Up to fifteen (15) credit hours
    - Graduate students: Up to twelve (12) credit hours

Additional credit hours may be taken; however, the student must assume the costs of tuition and fees above the maximum credit hours at the Global Partnership Non-Resident Scholarship rate. Details regarding this scholarship are outlined in Heading VII. Additional credit hours may be taken, but the student must assume the costs of tuition and fees above 15 hours of credit at the resident student rate.
  - Exchange students studying at ORU must be full-time students taking at least 30 ECTS credits.
- D. Students must apply for admissions to ORU or UCM. It is the prerogative of each institution to make final decisions on admissions to its own institution.
- E. The parties will determine the applicability of coursework taken at the other institution toward their degree.
- F. Financial responsibility for mandatory fees, university fees, board, room, books, travel, health insurance, and all other incidental fees and expenses shall be the responsibility of the individual student(s).
- G. Tuition will be paid to the home institution, not to exceed:
  - Fifteen (15) credit hours for undergraduate students
  - Twelve (12) credit hours for graduate students

Each institution shall provide advisory and counseling assistance on these matters.
- H. Exchange students are eligible for university housing at ORU under the same conditions as other students. Exchange students are eligible for university housing and meals at UCM under the same conditions as other students.
- I. Academic Status – All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. The home institution will award credits toward the student's degree. Students are expected to maintain the equivalent of a full-time course load (6 credit hours for graduate students and 12 credit hours for undergraduate students) at the host institution. Students enrolled in the host institution will be subject to the same rules and regulations as local students.
- J. Each institution shall make every possible effort to ensure that exchange students are able to complete their courses at the host institution should the host institution fail or delay in performance of any duties under this agreement, arising from or attributable to causes beyond the institution's control that could not have been avoided by the exercise of due care. The impacted institution shall give the other institution notice of the failure or delay as soon as possible.

## **VII. Exchange Beyond Match**

- A. UCM has a program wherein students from ORU, beyond the exchange students mentioned above, may be accepted as visiting, direct-paying students for up to one year of study. Enrollment requirements are as follows:
- Undergraduate students:
    - Minimum enrollment: twelve (12) credit hours
    - Maximum enrollment: eighteen (18) credit hours
  - Graduate students:
    - Minimum enrollment: six (6) credit hours
    - Maximum enrollment: sixteen (16) credit hours
- B. Students will receive the Global Partnership Non-Resident Scholarship rate applied to their tuition, as outlined in Heading VII.
- C. These students will be selected by ORU and treated the same as the exchange students at UCM, but they will need to pay all their resident tuition and fees plus housing, meals, insurance, and other related costs.
- D. Students must apply for admission to ORU at their home university. It is the prerogative of each institution to make final decisions on admissions to its own institution.
- E. Each party will determine the applicability of coursework taken at the other institution toward their home university degree.
- F. All students will remain enrolled as regular degree candidates at their home institution and will not be enrolled as degree candidates at the host institution. Credits toward the student's degree will be awarded by the home institution. Students are expected to maintain the equivalent of a full-time course load at the host institution:
- Undergraduate students: Minimum of twelve (12) credit hours
  - Graduate students: Minimum of six (6) credit hours
- Students enrolled at the host institution will be subject to the same rules and regulations as domestic students.

#### **VIII. Global Partners Non-Resident Scholarship**

UCM hereby agrees to offer a renewable Global Partners Non-Resident Scholarship to students from ORU, waiving the non-Missouri resident portion of their tuition. This waiver is equivalent to a 50% reduction in tuition costs. Students enrolled in any or all Intensive English Program (IEP) classes will also receive this waiver.

**IX. Disputes** – If any controversy or dispute should arise between the parties with respect to the agreement or performance there under, such controversy or dispute shall be submitted to the Chief Academic Officer of ORU or the Chief Academic Officer of UCM, who shall endeavor to find an amicable settlement of such dispute within thirty (30) days (or such longer period as may be mutually agreed upon) of submission of the matter to them. If, and only if, the dispute relates to non-payment of monies claimed to be due, a party has the right to bring an action in a competent court of law.

**VIII. Modification** - The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

**X. Funding of Activities** - Activity agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Both institutions must approve projects requiring funding.

**XI. Nondiscrimination** - UCM and ORU agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.

**XII. Use of Name** - ORU will not use the name of UCM, nor any member of UCM's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of UCM. UCM will not use the name of ORU, or any employee of ORU, in any publicity, advertising, or news release without the prior written approval of ORU.

**XIII. Prevailing Language** - Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of a conflict between the two versions, the English version will prevail.

**XIV. Non-Binding** - In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder. Either UCM or ORU may, at its sole discretion, terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

**XV. Foreign Corrupt Practices Act** - UCM and ORU represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Program Specific Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

#### **XVI. Data Protection**


Örebro University is obliged to fulfil the obligations according to GDPR (General Data Protection Regulation). The Parties undertake to ensure that any natural person acting under the authority of the Processor (the party who does not own the Information), and who has access to personal data, is informed of the content of the Agreement and processes the personal data only in accordance with the Agreement and the documented instructions of the Owner of the personal information (hereinafter "the Owner"). The Processor is, to a reasonable extent, required to assist the Owner with appropriate technical and organizational measures for the fulfilment of the Owners obligation to respond to requests from data subjects regarding access to and rectification or erasure of personal data. The Processor must, without undue delay, notify the Owner after becoming aware of a personal data breach, unless the Processor is

able to show that the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. The Processor shall assist the Owner to a reasonable extent by providing information necessary for the fulfilment of the Owner's obligation to notify the competent supervisory authority of a personal data breach and, when applicable, the Owner's obligation to communicate the personal data breach to the affected data subjects. The Processor is, to a reasonable extent, required to assist the Owner in connection with any data protection impact assessments and prior consultations carried out by the Owner, as well as to assist in any investigations carried out by the competent supervisory authority regarding a personal data breach. Contact details to the data protection officer at Örebro University: [dataskyddsbud@oru.se](mailto:dataskyddsbud@oru.se).

**IN WITNESS WHEREOF**, the University of Central Missouri and Örebro University have executed this Agreement as of the date first above written.

Signed on behalf of:

University of Central Missouri

Signed by:  
  
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Dr. Tim Crowley  
Provost/VP Academic Affairs

April 26, 2025 \_\_\_\_\_ Date

Signed on behalf of:

Örebro University

DocuSigned by:  
  
1899A12430484B7...

Åke Strid  
Pro-Vice-Chancellor for Internationalisation  
70182 Örebro, Sweden

april 27, 2025 \_\_\_\_\_ Date