MEMORANDUM OF UNDERSTANDING
for a
University-wide Exchange Programme for Students
between
The University of Manchester (hereafter abbreviated as "UoM")
and
The University of Tennessee (hereafter abbreviated as "UT")

Recitals
It is the intention of the two institutions to promote internationalization by stimulating and supporting inter-cultural exchanges between students from the U.S.A. and students from the United Kingdom.

Each institution desires that its students have an opportunity to enrich their educational experience by adding an international dimension to their studies. Further, it is the desire of each institution to allow participating students opportunities to broaden their perspectives and increase their awareness and understanding of other cultures and of international issues.

I. Purpose
The objective of this Memorandum of Understanding for a University-wide Exchange Programme for Students (hereafter abbreviated as "MOU") is to establish an undergraduate exchange programme for students between UoM and UT, based on the principles of mutual equality and reciprocity of benefits.

II. Definitions
In this agreement, unless the context otherwise specifies, 'exchange' shall mean a one-for-one exchange of students from each university; 'exchange students' shall mean students participating in the exchange implemented herein, 'home university' shall mean the institution at which a student intends to graduate, and 'host university' shall mean the institution which has agreed to receive students from the home institution.

III. Number of Exchange students
A maximum of 6 semester students will be exchanged between both institutions in each academic year. The number of students may be amended or varied by mutual agreement. For the purposes of reciprocity, one student enrolling for one academic year of study is equivalent to two students enrolling for one semester.

The exchange programme aims for a balance in the number of students exchanged over the term of the MOU. If either university is unable to send the maximum number of students for study during any year of the MOU, then that university will be eligible to send additional students, equal to the deficit, in the following year of the MOU. The intention is that over time, an equal number of student-semesters will be undertaken in each direction. The exchange programme will be reviewed annually by the Institutions to determine the number of semester places available under the exchange programme for the subsequent year.
Should student demand for exchange places at the host university exceed the agreed number in any one year, these additional students may apply to that host institution's fee-paying Study Abroad Program under which the student would pay applicable tuition fees.

IV. Academic Year
A selected student may participate in the exchange programme for one semester or academic year of study at the host university.

The agreement of both universities must be obtained by the exchange student to extend the duration of study at the host university into the following semester, subject to an academic year being the maximum duration of study at the host university.

V. Prerequisites for Selection
Both universities will select students for this exchange programme on the basis of merit and other non-discriminatory eligibility criteria as listed in Annex I.

The selected student must meet the admission requirements of the host university and may have to fulfill other conditions, prerequisites and documentation for the host university. The selected student will be nominated by the home university for admission as an exchange student of the host university in the following academic year.

VI. Selection & Nomination
The home university will in each case be responsible for selecting students for exchange under the scheme and will forward all required documentation to the host university to comply with their application procedures and deadlines.

Students chosen by the home university shall normally be accepted by the host university, but each institution reserves the right to decline to accept candidates. The home university may appeal the rejection.

VII. Programme of Study
The exchange students must propose a programme of study at the host university. The course units/modules proposed must fulfill the exchange student's degree requirements at the home university and fulfill the requirements of full-time study at the host university.

Both universities should provide each other with material on the details of course units/modules available in the following academic year. The material should be regularly updated and accessible to the exchange students from the universities. The material may be placed in the host university's reference library and/or on the Internet.

The course units/modules must be self-contained and completed within the semester or term. Academic counseling is the responsibility of the exchange student's faculty/subject area co-ordinator at the home university. An alternative course unit/module, that will fulfill the degree requirements of the exchange student, should be proposed by the home university if the original module/course is unavailable.
Each institution will inform the other of any subject areas to which restrictions apply. The host university reserves the right to exclude students from restricted enrollment programmes.

Exchange students must complete all examinations and assessment associated with any course units/modules for which they register regardless of whether those courses are required for transfer of credit to their home university.

VIII. Fees & Expenses
Tuition fees are paid to the home university, and are waived by the host university. The home university has the discretion to impose certain non-academic or non-obligatory fees on their exchange students, which are to be paid before their departure for the host university.

The financial responsibility of exchange students participating in the exchange programme (under this MOU and for the duration of their study abroad at the host university) is at Annex II. The use of non-academic or non-obligatory facilities, services and functions at the host university may require the payment of fees by the exchange student. Students may be required to pay additional fees at the host university where they enroll in a course unit that involves the use of specific material, this includes, but is not limited to, laboratory fees, instrumental instruction or voice tuition associated with Music study, and fieldwork courses. Where these additional fees are applicable, students will be required to pay these directly to the relevant faculty.

The exchange student is responsible for all expenses of accompanying spouse and/or dependants.

This agreement carries no financial implications for the signatory universities except for the afore-mentioned exemption from tuition fees at the host university.

IX. Student's Obligations
Exchange students are subject to the rules and regulations of the host university, in addition to those at the home university. Any breach of these rules will be dealt with in accordance with the established policies and procedures of the host universities in consultation with the home universities. The other obligations of the exchange students are listed at Annex III.

X. Registration & Administration
i) The student participating in the exchange programme will be registered as a non-degree, non-graduating or not-for-degree student for the duration of study at the host university. This exchange programme MOU excludes any expectation of a transfer to the graduating programme of the host university.

ii) The host university will ensure that the students are provided with the necessary documentation for obtaining the appropriate visa and will arrange an orientation programme for the exchange students.

iii) The host university will make every reasonable effort to provide university-approved or suitable accommodation on or off-campus. Accommodation, although not guaranteed, will be provided at the standard rates. Accommodation does not extend to dependants and/or spouses.

iv) The home university will endeavour to ensure that outgoing exchange students are suitably prepared for their exchange experience in relation to both academic matters and matters of health, language and
X. Non-Discrimination and Equal Opportunities
All participants will be treated in the same non-discriminatory manner in carrying out the provisions of this agreement. Neither party will discriminate on the basis of race, national or ethnic origin, colour, religion, age, gender, sexual orientation, marital status or disability.

XII. Term and Implementation
i) The MOU will come into force upon signature by the authorized representatives of both universities (the date being that of the final signature) and will remain in effect in the first instance for a period of 5 years.

ii) Both universities may at any time review this Agreement and the actions taken under it. Modifications to this MOU may be made only in writing by mutual consent.

iii) The MOU may be extended upon its expiry with the written agreement of both universities.

iv) Either of the universities may terminate this MOU by written notification to the other university of its desire to terminate one year prior to the desired date of termination. The termination of this MOU shall not affect the implementation of the exchanges or programmes approved under it prior to such termination.

v) At UoM the co-ordinator with responsibility for the exchange will be the Manager of the Study Abroad Unit and at UT the Director of the Center for International Education.

XIII Force Majeure
Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement by reason of any circumstance beyond its reasonable control, including without limitation, fire, explosion, power failure, acts of God; war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; then the party thereby affected shall be excused from its performance on a day-to-day basis to the extent of such interference.
Both universities welcome the establishment of this exchange programme and jointly agree to the terms of this MOU as set out above.

This MOU is a non-legally binding expression of the current intentions of the parties, and the parties will not incur nor be bound by any legal obligations or expense as a result of this MOU.

Professor Bob Munn
Vice-President (Teaching & Learning)
The University of Manchester

Loren W. Crabtree
Chancellor
The University of Tennessee

Date: 4 February 2007
ANNEX I       SELECTION CRITERIA
Item V

The home university must ensure that the student(s) selected for the exchange programme:

are registered as full-time undergraduate students of the home university;

ii. have successfully completed at least one semester of study at the home university upon
application for the exchange programme; and two semesters of study upon admission to the
host university;

iii. are students of good standing at the home university with a minimum 'B' average grade or
equivalent;

iv. propose an appropriate programme of study at the host university;

v. show the aptitude, motivation and maturity, to thrive in the environment at the host
university;

vi. have sufficient funds for all fees, personal and living expenses for the duration of study
abroad at the host university.

ANNEX II       FINANCIAL RESPONSIBILITY OF EXCHANGE STUDENTS
Item VIII

The exchange students will be responsible for the following expenses:

tuition, academic and obligatory fees at their home university and, correspondingly, these
fees will be waived at the host university;

ii. medical/health insurance and/or medical expenses incurred that are not covered by that
insurance;

iii. obligatory expenditure required in the country of the host university;

iv. journey to and from the country of the host university;

personal and living expenses, including accommodation and food; and

vi. any debts/costs of damages incurred during the course of the exchange period.
ANNEX III  OTHER OBLIGATIONS OF EXCHANGE STUDENTS

Item IX

The exchange students will be responsible for the following:

applying for accommodation at the host university;

ii. their travel arrangements;

iii. satisfying the immigration requirements for their journey to and from the country of the host university;

iv. registering with the diplomatic mission of the home country upon arrival in the country of the host university;

v. providing the appropriate authority at the home university with their postal and other addresses, upon registration at the host university; and

vi. registering with the home university for the next semester, upon completion of the duration of study at the host university.