



**STUDENT EXCHANGE AGREEMENT**  
**between**  
**California State University, Fresno**  
**and**  
**Aristotle University of Thessaloniki, Greece**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, FRESNO (collectively “CSUFRESNO”), and Aristotle University of Thessaloniki, Greece (“AUTH”). CSUFRESNO and AUTH are referred to collectively as the Parties.

**ARTICLE I: SCOPE OF AGREEMENT**

This Agreement is subject to the availability of funds of either Party.

**ARTICLE II: GENERAL PROGRAM REQUIREMENTS**

Section 1. Definitions.

- a. “Exchange” means a one-for-one exchange of students from each Party.
- b. “Exchange Students” means students participating in the exchange implemented herein. Students from other institutions who are U.S. citizens may not come to the CSU as an Exchange Student.
- c. “Home institution” means the Party the student intends to graduate from.
- d. “Host institution” means the Party that has agreed to receive the Exchange Students from the Home Institution.

Section 2. Tuition and Fees.

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Fees for campus services may be charged to the visiting Student.

Section 3. Funding Resources. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial

obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and Travel. The Host Institution will facilitate the arrangement of lodging for Exchange Students, but all expenses incurred for travel, visas, lodging, and other incidental costs associated with the program (e.g., laboratory fees, special activity fees) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student Conduct and Academic Policy. While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. Each Party will send one (1) full-time, for-credit, non-degree exchange student per semester, if balance is maintained and unless otherwise mutually agreed by the two Parties by April 1 of each year.

Section 7. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions. All of AUTH's participating students must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores required by CSUFresno. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL education prior to formal admission to the program. Students primarily educated in English speaking countries or territories may be exempted from TOEFL or equivalent requirements, at CSUFresno's discretion.

Section 8. Academic Credit. Academic credit earned at the host institution may be transferred to the home institution in accordance with the home institution's academic policies.

### **ARTICLE III:       TERM AND TERMINATION**



This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current [semester or quarter] in which the termination takes place is completed.

#### **ARTICLE IV: INDEMNIFICATION**

Section 1. AUTH shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of AUTH, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: California State University shall defend, indemnify and hold harmless AUTH and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

#### **ARTICLE V: REPRESENTATIONS AND WARRANTIES**

Section 1. CSU Fresno represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. AUTH represents and warrants that it is a public University in Greece and has the legal authority to enter into this Agreement.

#### **ARTICLE VI: MISCELLANEOUS**

Section 1: No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

- Section 3. No Incentive Benefits. AUTH certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of CSUFRESNO, for the purpose of obtaining, or in connection with, this or any other agreement.
- Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.
- Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
- Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.
- Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.
- Section 8. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of its obligations hereunder due to any causes beyond the reasonable control of the Party whose performance is affected, including but not limited to fire, strike, war, riots, acts of terrorism, acts of any civil or military authority, acts of God, judicial action, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers, delays or disruption of transportation, or other similar cause.
- In the event of a Force Majeure occurrence, the Parties agree to jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.



Section 9. Impact of COVID-19. The Parties acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 8 above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.

Section 10. Governing Law. The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the exclusive jurisdiction of, the country of domicile of the defendant to the action.

Section 11. Privacy. CSU and AUTH shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and AUTH may be subject to various privacy, freedom of information and public records laws, and CSU and AUTH agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 12. Insurance.

Under articles 105 and 106 of the Introductory Act to the Civil Code AUTH confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. AUTH also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Each required insurance policy shall state that coverage shall not be canceled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other Party.

Section 13. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To AUTH:

Dimitra Mentekidou, Head of the  
International Relations Department  
Aristotle University of Thessaloniki  
+30 2310 996742  
[internat.rel@auth.gr](mailto:internat.rel@auth.gr)

To CSUFRESNO:

Dr. Scott Moore, Dean  
Division of Continuing & Global Education  
5005 N. Maple Ave. M/S ED76  
Fresno, CA, 93740  
559.278.0333 / Fax: 559.278.0395  
Email: [scottm@csufresno.edu](mailto:scottm@csufresno.edu)

## ARTICLE VII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

California State University, FRESNO

Aristotle University of Thessaloniki

  
\_\_\_\_\_  
Dr. Saul Jiménez- Sandoval,  
President

  
\_\_\_\_\_  
Dimitrios Skoureas  
Rector

Date: 12 June, 2023

Date: Sept 12, 2023  
