**International Dual Degree Program Agreement**

*Between*

**Name of the Partner University (“XXX”)**

*and*

**The Arizona Board of Regents for and on behalf of**

**Arizona State University (“ASU”)**

**Program format: 2+2**

**Schools / Colleges represented and degrees offered through this Program Agreement:**

|  |  |
| --- | --- |
| **XXX** | **ASU** |
| Name of Partner University school/college | Name of the ASU school/college |
| Bachelor’s Degree in Name of Degree | Bachelor’s Degree in Name of Degree |

This International Dual Degree Program Agreement (“Program Agreement”) is made between Partner University, Country (“XXX”), and the Arizona Board of Regents (“ABOR”) for and on behalf of Arizona State University, USA (“ASU”) and is subject to the terms of the General Collaboration Agreement between the parties (“General Agreement”), which are incorporated herein by reference and shall prevail in the event of a conflict with the terms of this Program Agreement. The parties agree as follows:

1. **Agreement and variation**
   1. XXX and ASU agree to establish a collaborative education program known as the “XXX-ASU International Dual Degree Program” (the “Program”) under which qualified undergraduate students enrolled at XXX who have successfully completed the first two (2) years of their bachelor’s degree curriculum may apply for admission to study at ASU (subject to all applicable ABOR and ASU admission policies, procedures and standards) for the next two (2) years to finish a required training curriculum resulting in the award of a bachelor’s degree by ASU. Students may then transfer their ASU credits back to XXX for the award of a second bachelor’s degree by XXX.
   2. The parties will conduct the Program in accordance with the terms and conditions set forth in this Program Agreement.
   3. Except as provided in Section 2.1 below, no agreement or understanding amending or varying the terms of this Program Agreement shall be legally binding on either party unless made in writing and signed by both parties.
2. **The Program**
   1. The parties will mutually agree on a curricular plan of study (“Plan of Study”), which will set forth the required courses and elective courses satisfying the Bachelor’s Degree requirement at each of XXX and ASU. The Plan of Study will be appended to this Program Agreement and will detail the course sequences to guide students’ progression through the Program. The Program will commence upon execution of this Program Agreement **and** approval of the Plan of Study by the dean (or other authorized official) of each party’s school/college identified on the first page of this Program Agreement (each, a “Participating Unit” and, together, the “Participating Units”). Notwithstanding Section 1.3 above, each party may amend its respective Plan of Study without the need for a formal amendment to this Program Agreement, provided that the dean (or other authorized official) of each party’s Participating Unit approves the change in writing. The curriculum is reviewed and can potentially be changed yearly at ASU.

* 1. The academic component of the Program will be implemented and administered in two phases. During Phase I, XXX will identify and encourage qualified students to become candidates for the Program. These students will study at XXX and complete the first two years of a four-year Bachelor’s Degree program in accordance with the Plan of Study. XXX will notify its students who have achieved the requisite level of performance to qualify for the Program at ASU and will recommend that they apply for the Program in the fall semester of their sophomore year. ASU will evaluate the candidates’ applications and determine their admissibility. The students admitted by ASU will enter Phase II of the Program and continue their studies at ASU for the next two years according to the Plan of Study. Following completion of the requirements for each degree, a successful student will receive two separate Bachelor’s Degrees – one from XXX and one from ASU.
  2. XXX and ASU have agreed that the following Participating Units shall initially participate in the Program:
     1. For XXX: Name of Participating Unit
     2. For ASU: Name of Participating Unit
     3. After commencement of the Program, the parties will consider expansion of the Program to include additional Participating Units.
  3. Upon publication of the ASU catalogue each February, any additional transfer articulations will be identified, and the Plan of Study amended accordingly.
  4. All courses accepted as transfer courses by either XXX or ASU and applied to that institution’s degree requirements must follow the standard process for transfer equivalency evaluation and articulation. This includes any associated curricular processes required to receive General Studies or other similar curricular designations.
  5. Set forth below is a description of each phase of the Program and requirements for students participating in the Program.

***Phase I***

* + 1. During the first two years of undergraduate study at XXX, students will complete courses required by the Plan of Study as well as any extra English language training needed to achieve the language proficiency requirement for admission to ASU.
    2. Subject to ASU policy, English language proficiency must be obtained before an offer of admission may be extended. XXX will teach English language courses to assure language proficiency. At ASU, all undergraduate international students must complete first year English composition. Undergraduate students must achieve both an acceptable proficiency levels for admission and must complete the usual freshman composition course taken by both domestic and international students, ENG 107, and ENG 108 (even if they are transfer students).

***Phase II***

* + 1. At the end of Phase I, ASU will perform an assessment of all the applicants at XXX who wish to proceed to Phase II. ASU will assess and determine each applicant’s qualification for admission in the same manner as for other international students who apply to ASU, in accordance with ASU admission procedures and standards, and will admit students solely at its discretion. ASU will determine admissibility based on the completion of three semesters at XXX. Due to ASU’s deadline for fall admissions, each XXX student must submit the student’s transcript for his/her fourth semester as soon as it is available.
    2. XXX students who are admitted to study at ASU will receive an official admission letter to assist their application for an F-1 visa. Students are responsible for applying for the student visa and addressing all immigration matters with the appropriate authorities. Once the F-1 visa is issued and all ASU enrollment requirements are satisfied, students will be permitted to enroll in ASU.
    3. Students who fail the ASU assessment or who are unable to obtain an F-1 visa to the USA will not be eligible to continue in the Program.
    4. Students in Phase II will be admitted into ASU’s Name of Participating Unit which, if necessary, will administer a placement exam. Upon completion of their first year of full time study at ASU, each student’s academic performance will be evaluated by the faculty and staff of ASU’s Name of Participating Unit.
    5. Students in Phase II will be afforded all of the usual privileges of ASU’s full time international students in accordance with all applicable laws and regulations.
    6. ASU and XXX will review and evaluate each student who has successfully completed the Plan of Study. Each student is individually responsible for requesting his/her ASU transcript and paying any fees necessary to transfer the student’s ASU credits to XXX for degree completion. If approved, XXX and ASU will independently award the diplomas as well as any certificates earned indicating that the student has fulfilled all of the course requirements for a Bachelor’s Degree at XXX and a Bachelor’s Degree at ASU. ASU will award the certificate or diploma only for degree requirements met at ASU.
  1. Tuition and Fees
     1. Student tuition and fees for Phase I studies will be established and collected by XXX. ASU will have no claim against those fees and waives any and all rights to any commission on student tuition and fees paid to XXX.
     2. Students in Phase II are liable for all costs to study at ASU. The cost shall include all travel, room and board, insurance coverage, and all tuition and prescribed fees to be collected by ASU. The base tuition and fees for Phase IIare those published by ASU for international students. Tuition and fees may be adjusted at the sole discretion of ASU.
     3. XXX will have no claim against tuition and fees collected by ASU. XXX waives any and all rights to any commission on student tuition and fees paid to ASU.

1. **Privacy and Educational Records** 
   1. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). The parties will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union’s General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. The parties will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. For purposes of this Program Agreement only, ASU designates administrators of this Program Agreement at XXX as a “school official” for ASU under FERPA, as that term is used in FERPA. In addition, any access to or disclosures of student educational records made by administrators of this Program Agreement at XXX must comply with ASU’s definition of legitimate educational purpose in SSM 107-01: Release of Student Information. If an administrator violates the terms of this section, they will immediately provide notice of the violation to ASU.
2. **Contacts**
   1. For the implementation and care of this Program Agreement, XXX appoints the Dean/Director/Representative of Participating Unit and ASU appoints the Dean/Director/Representative of Participating Unit. Notices shall be sent to the following individuals at the following addresses:

For XXX**:** For ASU:

Name Name

Title Title

Academic Unit Academic Unit

University Name University Name

Mailing information Mailing information

Contact information Contact information

All notices, requests, reports and other communications required or permitted to be given under this Program Agreement shall be deemed to have been duly given if the same shall be in writing and shall be delivered either (i) personally or (ii) by courier to the address written above or to such other address as may be specified from time to time in a written notice given by a party in accordance with this paragraph. The parties agree to acknowledge in writing the receipt of any written notice, request, report or other communication under this paragraph that is delivered in person.

1. **Term and Termination**
   1. This Program Agreement shall commence on the effective date indicated below and shall continue for three (3) years. In the third year of this Program Agreement, the parties will determine whether to extend the Program Agreement for another term.
   2. The Program and this Program Agreement shall earlier terminate in the event of: (A) termination of the General Agreement; (B) a breach by either party of this Program Agreement or the General Agreement, which is not cured within thirty (30) days of receipt of written notice from the non-breaching party; or (C) either party giving the other party at least six (6) months prior written notice of its intention to terminate this Program Agreement, upon which no additional students will be accepted into the Program, but the commitments and obligations of each party shall continue until all students enrolled in the Program complete the Program.
   3. Without prejudice to any other remedy for breach of this Program Agreement, upon termination of this Program Agreement no party will be released from any obligations which have accrued prior to the effective date of such termination.

This Program Agreement may be executed by the parties in any number of separate counterparts, each of which when executed and delivered will be deemed an original, and all such counterparts will together constitute one original document. All signatures need not be on the same counterpart. The parties may evidence execution of this Program Agreement by means of photocopy, facsimile or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.

**Partner University The Arizona Board of Regents**

***for and on behalf of***

**Arizona State University**

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**Name Nancy Gonzales**

*Title* *Executive Vice President and University Provost*

*Partner University Arizona State University*

Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**School or College School or College**

*for and on behalf of for and on behalf of*

*Partner University Arizona State University*

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**Name Name**

*Title Dean of Participating Unit*

*Partner University Arizona State University*

Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Participating Unit**

*for and on behalf of*

*Arizona State University*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**

*Title*

*Arizona State University*

Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_