



OFFICE OF THE CHANCELLOR
2147 MURPHY HALL
BOX 951405
LOS ANGELES, CALIFORNIA 90095-1405

November 29, 2013

DA 224.05

DEAN, ANDERSON SCHOOL OF MANAGEMENT JUDY D. OLIAN
ASSOCIATE DEAN, FULLY EMPLOYED MBA AND EXECUTIVE MBA PROGRAMS
GONZALO FREIXES

Delegation of Authority - Execution of University Seminar Participant Exchange Agreements

References: (a) UCLA Policy 980, University International and Exchange Agreements;
(b) Deans, Directors, Department Chairs and Administrative Officers Memo from
Executive Vice Chancellor Rich, dated November 2, 1994.

Supersedes: New

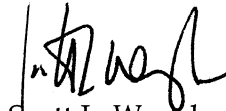
Effective as of the date above, I hereby delegate to your positions, within your respective areas of responsibility, the authority to execute and administer seminar participant exchange agreements between UCLA's Fully Employed MBA and Executive MBA Programs and foreign universities.

The authority to execute such agreements entails the responsibility for reviewing the partnering institutions proposals for agreements and ensuring compliance with the provisions of UCLA Policy 980 and with all applicable University policies and procedures governing the particular agreement and relevant guidelines that may be issued by the Office of the President or the campus from time to time.

The attached Agreement of Seminar Participant Exchange template has been approved for use by Campus Counsel and shall be executed without revision. A signed copy of seminar participant exchange agreements shall be sent to the Vice Provost, New Collaborative Initiatives and Vice Provost, International Studies.

This authority may not be further redelegated.

Attachment – Agreement of Seminar Participant Exchange template

A handwritten signature in black ink, appearing to read "Scott L. Waugh".

Scott L. Waugh
Executive Vice Chancellor & Provost

cc: Chancellor
Vice Chancellor, Legal Affairs
Vice Provost, New Collaborative Initiatives
Interim Vice Provost, International Studies
Manager, Administrative Policies & Delegations

AGREEMENT OF SEMINAR PARTICIPANT EXCHANGE

BETWEEN

**The Regents of the University of California, on behalf of its Los Angeles campus
ANDERSON SCHOOL OF MANAGEMENT U.S.A.**

AND

PARTNER INSTITUTION

The PARTNER INSTITUTION and the Regents of the University of California, acting on behalf of its Los Angeles campus ("**UCLA Anderson School**"), sometimes referred to below as "Parties," wish to establish a framework as set forth herein ("Agreement") to enable them to pursue mutually beneficial academic exchange for qualified students. As used below the "host" institution shall be the receiving institution and the "partner" institution shall refer to the sending institution.

1. Selection and Approval

- I. Each institution will screen x applicants to participate in the Seminar Exchange (**Seminar Attendees**) in a manner consistent with its respective procedures and recommend a list of the most suitable student applicants at least 3 months prior to the exchange together with all the appropriate documents as required by the receiving university. Final acceptance of applicants will be made by the host institution.
- II. In principle, each institution can nominate 5-7 student applicants each year. However, this number may vary in any given year, provided a balance of exchanges is obtained over the three year term of agreement.
- III. The nominated student(s) must be graduate students in a professional MBA Program (part-time or full-time), with at least 4 years' work experience. They must have completed at least two terms of study at the home institution before the exchange begins.
- IV. Each partner institution will ensure that its Seminar Attendees have a good standard of written and spoken English. The names of the participants will be provided in advance.

2. Academic Program

Each party will forward to the other each year (three months prior to class dates or earlier) a description of the courses with dates, which are applicable for exchange. These courses will be 4 to 5 day blocks.

3. Seminar Attendee Participation

- I. **Seminar Attendees** will be enrolled in at least one specified class subject to usual host institution regulations and policies.
- II. Both institutions will make every effort to ensure that their **Seminar Attendees** fully commit to going on exchange and will take steps to ensure that they are quickly oriented into the host institution.

4. Seminar Attendee Status

Seminar Attendees shall have access to the services provided to other regularly enrolled students at the host institution, including access to use the Rosenfeld Library and social club activities. Provided, however, they will not have borrowing rights in the Rosenfeld library. Seminar Attendees will be subject to the same rules and regulations as all enrolled students at the host institution.

5. Tuition

Each student shall pay normal tuition fees to his/her home institution, in accordance with that institution's policies. Both Parties shall work to establish a balanced number of **Seminar Attendees**.

6. Student Fees

Seminar Attendees under this Agreement will be obligated to pay the costs of visas, travel, books or material fees, equipment, food, student health fees and medical care, and other incidental expenses at the host institution. The institutions will agree upon the list of fees in writing before applications are approved. A list of fees will be sent in writing to the prospective exchange student at least six weeks before the time of departure to the host institution.

7. Financial Aid

Neither school will provide financial support to incoming **Seminar Attendees**.

8. Housing

Seminar Attendees shall provide for their own room, board, and personal expenses incurred at the host school. The host institution will make every reasonable effort to ensure that Seminar Attendees are provided a list and contacts of local lodging options, but in no event is either institution obligated to provide housing for an exchange student.

9. Visa

Each host institution shall issue the appropriate documents – usually describing the exchange as a ‘study seminar’ for visa purposes in accordance with current laws, although it is the responsibility of the **Seminar Attendee** to obtain a visa in a timely manner. The partner institution must obtain /assure adequate medical insurance and means of repatriation for any of its students visiting the host institution.

10. Transfer of Credit

Any academic credit that the **Seminar Attendee** receives from the host institution may be transferred back to the home institution in accordance with procedures determined by the home institution.

11. Transcripts

Seminar Attendees will be provided with a transcript or appropriate documentation concerning course work undertaken and grades earned by the participating Seminar Attendees from the host

university within two months of completing the exchange program.

12. Termination of Seminar Attendee Status

Any **Seminar Attendee** exchange can be terminated by the host institution if it has been determined that the **Seminar Attendee** is not making acceptable progress, is not fulfilling the requirements of the exchange, has contravened the host institution's disciplinary code, or has violated the laws of the host country. Both institutions must discuss conditions leading to the termination of the status of the **Seminar Attendee** prior to the dismissal. The dismissal of a **Seminar Attendee** shall not affect the arrangement regarding other seminar participants.

13. Insurance and Indemnification

- I. Each institution shall maintain, in a manner compatible with their local practices, funds or insurance policies, general liability and business automobile liability coverage for their respective activities in connection with the Agreement. In addition, throughout the term of the exchange, each Party will maintain its usual and customary insurance or self insurance for its own employees and operations.
- II. Each institution hereto agree to defend, indemnify and hold each other harmless from and against any and all claims, damages, demands, lawsuits, judgments, fines, awards, costs and expenses, including but not limited to reasonable attorneys' fees and court costs (CLAIMS) incurred by the Indemnified Party, its officers, agents or employees in proportion to and to the extent such CLAIMS result from or are caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its officers, agents or employees. The Parties agree to cooperate with each other in defense of any CLAIMS hereunder at the expense of the Indemnifying Party.
- III. In the event of any litigation or other claims brought by third parties against either Party or their respective employees, faculty, students or trainees that relate to the Agreement, each Party shall use their reasonable efforts to assist one another in the defense of such litigation or claims, including promptly assisting one another in the investigation of any facts or the identification of any witnesses as may be needed for such defense.

14. Duration and Option to Extend or Terminate

This Agreement will become effective when signed by both parties. The Agreement will remain in effect for three years from the signature date on the last page, and may be renewed by mutual written agreement of the Parties. The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this Agreement. Either party may terminate this Agreement at any time by providing 90 days' written notice of such termination to the other party, provided that the Parties shall cooperate to ensure that programs then in place are terminated in a manner that appropriately protects the rights of students from the partner institution and provided that the Parties reasonably consult at the time that notice of termination is served on the non-terminating party. This Section 14 shall survive termination of this Agreement.

15. Additional Activity and Dispute Resolution

This Agreement may be amended from time to time if the two Parties agree in writing. All such

mutual agreements shall be amendments to this Agreement, and must be executed by the appropriately delegated representatives of the Parties to this Agreement as listed in the signatory section, in order to be effective. Both Parties commit to resolving any disputes on the terms of this Agreement by seeking friendly, mutually acceptable resolutions.

16. Intellectual Property

All course materials provided by the host institutions remain the property of the host institution and may not be duplicated or reused without the written permission of the owner.

17. Use of Name and Marketing

Neither Party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the written approval of the other Party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum to become effective as of the date written below.

Dated this _____ day of _____ 2013

PARTNER UNIVERSITY

Regents of the University of California
On behalf of the UCLA Anderson School of Management