

Memorandum of Understanding between <the University> and Danish Institute for Study Abroad (DIS)

This Memorandum of Understanding is made by and between (the “University”) and the Danish Institute for Study Abroad (“DIS”) effective _____, 2010.

1. THE PARTIES

The University and DIS are the sole parties to this Agreement, whereby the former agrees to function as a Partner Institution to DIS. Notwithstanding the foregoing, the University and DIS are independent contractors, and this agreement should not be interpreted to create a legal partnership or joint venture status between them. Nothing in this Memorandum is intended or shall be construed to create rights in favor of any third-party beneficiary.

DIS, founded in 1959, is based in Copenhagen, Denmark and is an autonomous, quasi-governmental institution engaged in non-profit, non-commercial educational and scholarly study abroad. It is subsidized and supervised by the Danish state, through the Danish Ministry of Science Technology and Innovation, and is affiliated with the University of Copenhagen.

The University is not obligated to send any specific number of students to DIS. No fee is charged to obtain or maintain its status as a DIS Partner.

2. PURPOSE OF THE COOPERATION

The purpose of cooperation is to enhance opportunities for students at the University to study abroad at DIS.

DIS is able to customize its relationship with the University so that cooperation may include specialized academic, invoicing, or other arrangements; partnership programs including customized courses, student research and curriculum integration.

During the study term with DIS, the relationship between the student and DIS is governed by the DIS Academic Regulations as outlined on the DIS website.

3. RESPONSIBILITIES OF DIS

3.1 Provision of a High-Quality Program

It is the responsibility of DIS to provide a high-quality university study abroad program, primarily for upper division undergraduates. The program is taught in English, with a high degree of cultural immersion. A Danish language and culture course is recommended. The program is subject to systematic and ongoing quality assessment.

3.2 Communication with Partner Institution

DIS and the University will work to develop and maintain a mutual understanding of each other's institutional expectations and requirements in regard to academics, admissions, housing, invoicing, and other arrangements.

The University is assisted in learning about the DIS program and customized academic possibilities through campus visits by DIS administrators, staff and Danish faculty members. DIS will provide the University with academic and other program updates; information regarding admission, registration, pre-departure; and feedback regarding the University's students.

DIS will provide any information about programs, housing, or the University's students promptly upon request and will provide the University with a way to contact DIS at all times. DIS pledges to work cooperatively with the University to resolve any complaints by students, faculty or staff relating to DIS programs and related services (e.g. housing), and with regard to any behavioral or disciplinary issues involving the University's students.

3.3 General Program and Academic Information

Program information (e.g., course descriptions, syllabi, faculty, study tours, housing options, etc) is available on the DIS website www.dis.dk, and printed annually in the DIS Catalog. Relevant information for faculty, administrators and advisors may be found at www.dis.dk/advisors.

3.4 DIS Fees and Scholarships

Information on DIS fees and scholarships is available in the DIS catalog and on the DIS website.

3.5 University Web Pages

A specialized page will be available on the DIS website for the University containing contact information for your office of international education, alumni with their majors, and general scholarship information. Use of the University's name or logos will be subject to the University's approval.

3.6 Final Grade Reports & School of Record

DIS issues a Final Grade Report for each student, which is the transcript of the results obtained in the courses in which the student was enrolled using the American-style system of letter grades on a 4-point scale. Normally, the DIS Final Grade Report is accepted for credit transfer, but in some cases, institutional policy requires a transcript from an accredited U.S university. For those cases, the University of Minnesota acts as the school of record for a fee paid by the student.

3.7 Partnership Programs

If needed, DIS will work with the University to develop tailor-made courses and/or programs.

3.8 International Educators Workshops, Conferences, & Site Visits

DIS encourages faculty, administrators and advisors to exercise due diligence through site visits to DIS and Copenhagen.

Site visits are organized by DIS in the form of International Educators Workshops (IEW) held each semester in Copenhagen, and a larger International Educators Conference (IEC) held every fifth summer. See www.dis.dk/iew for a sample program, calendars, etc.

DIS will waive the registration fee for an IEW or IEC for one participant per year from the University, if space is available, on a first-come, first-served basis.

3.9 Insurance and Indemnification

DIS provides each student comprehensive health, accident and personal liability insurance coverage by a combination of the very extensive Danish national health service system and a policy of the 'Europæiske' Insurance Company. This Student Insurance Coverage and Conditions are fully described on the DIS website. Each student enrolling at DIS is required to certify his or her agreement that any claims the student may assert against DIS shall be asserted exclusively in Denmark under Danish law.

In addition, DIS maintains at its own cost and expense a Commercial General Liability insurance with a minimum of \$2,000,000 US Dollars per year for claims asserted in Denmark arising from bodily injury and property damage occurring in Europe, including DIS study tours in Europe and outside Europe. DIS is not able to name the University as an additional insured under this policy, and this policy does not provide the University with coverage, directly or indirectly, for third-party claims of any nature.

4. RESPONSIBILITIES OF THE PARTNER INSTITUTION

4.1 Admission to DIS

Partners normally admit their own students directly to DIS, pursuant to DIS admission standards, prerequisites, deadlines & possible enrollment limitations as well as to the University's own established deadlines, application and screening process.

If the University prefers the DIS North American Office (NAO) at the University of Minnesota to admit its students to DIS on its behalf, a special agreement is possible to allow for such admission.

4.2 Promotion, Credit Transfer, & Financial Aid Transfer

The University will be listed on the DIS website and in the DIS catalog as a partner institution.

Within the limits of its general policies for promoting study abroad, the University is expected to:

- Include DIS in the list of University-approved study abroad programs.
- Ensure that the DIS program is visible and available to students.
- Establish links to the DIS website www.dis.dk on the University's website in accordance with its own web policies – this includes on the study abroad program page and on departmental pages when appropriate. It is important, if possible, that students can look up DIS, not only by country, but also by major and under programs taught in English. Ensure that financial aid is available to students studying with DIS.

4.3 Program Evaluation and Development

The University is invited to take an active role in the evaluation of DIS program administration and on curriculum development and other programming. International Educators Workshops (IEW, see section 3.8) and individual site visits to DIS serve to evaluate and assess the program and to encourage collaboration on program development.

DIS will seek input into ongoing curriculum development via email contact and during campus visits.

5. TERMS GOVERNING THIS MEMORANDUM

5.1 Validity of this Memorandum:

This Memorandum is effective from the time it is signed by authorized agents of both parties. Any portion of the Memorandum of Understanding may at any time be renegotiated by mutual agreement.

Either party may terminate this agreement. Termination takes effect from the beginning of an academic year. Notice, however, must be given no later than May 1 of the prior academic year.

If a partner university does not send any students to DIS for three years, DIS may, after notification no later than May 1 of the prior academic year, decide to omit the University from the DIS catalog and website, until cooperation has been reestablished.

This Memorandum and any disputes between the parties arising hereunder or otherwise shall be governed by Danish law, including all issues related to formation, effectiveness and any agent's authority to act for the parties. Any and all disputes between the parties arising under this Memorandum or otherwise, if not resolved by informal negotiation, shall be exclusively subject to arbitration before the Danish Institute of Arbitration pursuant to its rules of procedure. The arbitration shall be venued in Copenhagen, Denmark, and all proceedings shall be in English. Any court proceedings brought to enforce the parties' arbitration agreement or to aid the arbitration shall be brought exclusively in a court of competent jurisdiction in Denmark as Danish law may allow.

SIGNATURES

DIS - DANISH INSTITUTE FOR STUDY ABROAD

Anders Uhrskov, Director

Date

<INSTITUTION>

Name/Title

Date