

## STUDENT EXCHANGE AGREEMENT

THIS AGREEMENT is made the 10 day of april 2018

BETWEEN

UNIVERSIDAD DE GUADALAJARA, Jalisco, MEXICO

('Guadalajara')

AND

THE UNIVERSITY OF MELBOURNE [ABN 84 002 705 224] of Parkville, Victoria 3010 AUSTRALIA a body politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009* (Vic)

('Melbourne')

### **BACKGROUND**

- A. Universidad de Guadalajara and the University of Melbourne first established a student exchange program in 2012. The Parties recognise the value of international cooperation and wish to continue cooperating to enhance the educational experience of their Students.
- B. The Parties agree for their Students to take part in a student exchange program ("**Student Exchange Program**") in accordance with the terms set out under this Agreement.

### **1 SCOPE OF THE STUDENT EXCHANGE PROGRAM**

- 1.1 The principal intention of the Student Exchange Program is to facilitate the exchange of undergraduate and graduate Students.
- 1.2 The Parties acknowledge that the Agreement excludes the academic extension programmes of Guadalajara offered by its university enterprises, the Centro de Estudios para Extranjeros (CEPE) and the Sistema Corporativo PROULEX-COMLEX.
- 1.3 Medicine and Dentistry programs at graduate coursework level are excluded except by mutual agreement.
- 1.4 The Parties agree that the Student Exchange Program will take place on a campus in the country of origin of the Host Institution unless otherwise agreed by the Parties. This clause applies in circumstances where the Host Institution operates campuses both in the country of origin and abroad.
- 1.5 Each Student participating in the Student Exchange Program under the terms of this Agreement shall be enrolled at the Host Institution for no more than one (1) academic year, unless varied by mutual agreement on a case-by-case basis.

### **2 NUMBER OF EXCHANGE STUDENTS**

- 2.1 The Parties will attempt to maintain a reasonable balance in the number of Students exchanged during the term of this Agreement as mutually agreed by the Parties.
- 2.2 The Parties acknowledge that two (2) Exchange Students enrolled at the Host Institution for a single semester is equivalent to one Exchange Student enrolled for one full academic year.
- 2.3 The Parties will consult annually to decide the number of Students to participate in the Student Exchange Program.
- 2.4 Both Parties will review the Student Exchange Program annually to ensure that a balance is achieved.

### **3 SELECTION OF STUDENTS TO PARTICIPATE IN THE STUDENT EXCHANGE PROGRAM**

- 3.1 The Home Institution shall collect and provide the Host Institution with applications submitted by its Students for the Student Exchange Program.

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- 3.2 The Parties agree that Students selected by the Host Institution to participate in the Student Exchange Program must:
- (a) Satisfy all language and admission requirements at the Host institution; and
  - (b) Enrol as full time, non-degree status students at a level determined by the Host institution.
- 3.3 The Host Institution will make the final decision as to the acceptance of Exchange Students from the Home Institution in accordance with its admission policies. The Host Institution must notify the Home Institution of its decision.
- 3.4 The Parties recognise that the Host Institution may exclude Exchange Students from participating in restricted enrolment courses or impose reasonable additional criteria that are necessary in ensuring that Exchange Students satisfy the requirements of a particular area/level of study.

### 4 RESEARCH STUDENTS

- 4.1 This clause applies to graduate research Students wishing to participate in the Student Exchange Program.
- 4.2 The Parties agree that graduate research Students may only participate in the Student Exchange Program if:
- (a) The Host Institution has capacity to provide a suitable supervisor and other relevant resources;
  - (b) The graduate research Student satisfies all language and admission requirements at the Host Institution;
  - (c) The graduate research Student can demonstrate an established link with a supervisor at the Host Institution; and
  - (d) The graduate research Student submits a proposal for research to be undertaken at the Host Institution that will contribute to his/her study at the Home Institution. Such a proposal must be endorsed by the Home Institution and the Host Institution.
- 4.3 The Parties agree that the duration of a graduate research Student's participation in the Student Exchange Program must not exceed twelve (12) months.

### 5 RESPONSIBILITIES OF THE HOST INSTITUTION

- 5.1 The Host Institution must:
- (a) Enrol the approved Exchange Students as full-time, non-degree Students for the agreed period of exchange;
  - (b) Waive any tuition fees for Exchange Students;
  - (c) Provide assistance to Exchange Students, as far as possible, in arranging accommodation and provide appropriate assistance in matters of health, language and local custom that may arise;
  - (d) Provide necessary information about visa requirements;
  - (e) Provide the Home Institution with notification of results for each Exchange Student at the conclusion of the exchange period. Notification of results is to be sent to the Coordinator at the Home Institution;
  - (f) As soon as practicably possible, advise the Home Institution if an Exchange Student withdraws from or fails to complete his/her studies at the Host Institution;
  - (g) As soon as practicably possible, notify the Home Institution if an Exchange Student appeals or lodges a complaint about an assessment for a subject. Any appeal or complaint will be managed by the Host Institution in accordance with its regulations, policies and procedures; and
  - (h) Provide facilities and services to Exchange Students as would normally be provided to Students at the Host Institution.

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### **6 RESPONSIBILITIES OF THE HOME INSTITUTION**

6.1 The Home Institution must:

- (a) Collect and provide the Host Institution with applications submitted by its Students;
- (b) Determine what academic credit is to be granted to each Exchange Student, in accordance with its policies and procedures;
- (c) Provide recommendations regarding Students eligible to participate in the Student Exchange Program upon the request of the Host Institution; and
- (d) Provide the Host Institution with relevant information and documentation to allow the Host Institution to assess the eligibility of Students, as well as any relevant policy that is necessary for a Student to participate in the Student Exchange Program.

### **7 RESPONSIBILITIES OF EXCHANGE STUDENTS**

7.1 The Parties will ensure that Exchange Students are made aware of their responsibilities under the Student Exchange Program. In order to participate in the Student Exchange Program, Exchange Students must:

- (a) Obtain and comply with the appropriate visa;
- (b) Obtain health insurance coverage that meets the requirements of the Host Institution or as a condition of obtaining the appropriate visa;
- (c) Obtain comprehensive travel insurance for the entire exchange period, that is until the Exchange Student returns to his/her home country;
- (d) Comply with all rules, regulations, statutes, policies and performance standards of the Host Institution;
- (e) Satisfy the study/course requirements in accordance with the standards, regulations, statutes set out by the Host Institution; and
- (f) Return to the Home Institution after the exchange period at the Host Institution, unless an extension of stay has been approved by both Parties.

### **8 FEES & EXPENSES**

8.1 The Parties will ensure that Exchange Students are made aware of the fees and expenses incurred by participants in the Student Exchange Program. These fees and expenses include:

- (a) Tuition fees and other related fees payable to their Home Institution (Exchange Students are exempt from paying such fees to the Host Institution);
- (b) Costs and expenses incurred while at the Host Institution including:
  - i. accommodation and meal expenses;
  - ii. comprehensive travel insurance;
  - iii. textbooks and course materials;
  - iv. clothing and personal needs;
  - v. passport and visa costs;
  - vi. travel and transportation expenses; and
  - vii. all other debts incurred during the exchange period.

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### 9 COORDINATOR

- 9.1 Each Party shall nominate a Coordinator for the Student Exchange Program who will be responsible for:
- (a) Exchanging and coordinating information on a regular basis;
  - (b) Managing and coordinating information regarding academic programs; and
  - (c) Ensuring implementation and operation of this Agreement.
- 9.2 A Party may change a Coordinator by written notice to the other Party.

### 10 INTELLECTUAL PROPERTY

- 10.1 Ownership of intellectual property created by Exchange Students during the period of enrolment at the Host Institution will be governed by the Host Institution's policy on intellectual property.
- 10.2 Neither Party shall use the other Party's name or logo or trademark in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

### 11 CONFIDENTIALITY

- 11.1 The Parties may exchange Confidential Information (including to employees of a Party) during the term of the Agreement.
- 11.2 The Receiving Party must not disclose the Disclosing Party's Confidential Information without first obtaining the consent of the Disclosing Party in writing.
- 11.3 The Receiving Party agrees to take reasonable steps to provide for the safe custody of the Disclosing Party's Confidential Information in its possession and to prevent unauthorised access to or use of the Disclosing Party's Confidential Information.

### 12 USE & DISCLOSURE OF PERSONAL INFORMATION

- 12.1 Each Party agrees that any Personal Information collected by that Party about Students will be:
- (a) Collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policy applicable to that Party;
  - (b) Provided to the other Party if permitted by law.
- 12.2 The Parties agree that the relevant policies concerning Personal Information will be distributed to the other Party from time to time during the Term of the Agreement.

### 13 ESOS ACT AND OBLIGATIONS UNDER THE ESOS ACT

- 13.1 The Parties acknowledge that under Australian law, Melbourne is required to be registered on **CRICOS** and to comply with the provisions of the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (**National Code**).
- 13.2 Melbourne shall provide Guadalajara with the following:
- (a) Information regarding course materials, entry requirements, information on visa application and Overseas Student Health Cover that apply to the Student Exchange Program;
  - (b) Melbourne's CRICOS provider code, which is 00116K ("**CRICOS Provider Code**"); and
  - (c) Any other information that may be required from time to time.
- 13.3 For the purposes of compliance with the ESOS Act and National Code, Guadalajara must:
- (a) Distribute the information in the form provided by Melbourne (as set out in clause 13.2) to Students;

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- (b) Ensure that Melbourne's name and CRICOS Provider Code are clearly identified on all material distributed to Students, including electronic forms; and
- (c) Use its best endeavours not to engage in conduct that may cause Melbourne to be in breach of the ESOS Act, including providing Students with inaccurate information about studying at Melbourne.

### 14 DISPUTE RESOLUTION

- 14.1 If there is any Dispute, the Parties agree to negotiate in good faith and in the first instance the Dispute shall be referred to the Coordinator of each Party. The Coordinator shall endeavour to resolve the Dispute within 30 days.
- 14.2 If a Dispute cannot be resolved by the Coordinator of each Party, the Dispute shall next be referred to the nominated senior representatives of each Party. The senior representatives shall attempt to resolve the Dispute within 30 days of such notice. Any decision reached by the senior representatives will be binding on the Parties.
- 14.3 Any Dispute which cannot be resolved by the senior representatives of each Party will be referred to arbitration at a forum agreed to by the Parties. Any decision made by the selected arbitrator will be binding on the Parties. The costs of arbitration will be borne equally by the Parties unless otherwise agreed.

### 15 REVIEW, TERM AND TERMINATION OF THE AGREEMENT

- 15.1 The Agreement commences on the Effective Date and continues for Term, unless terminated earlier or extended as provided for in clause 15.
- 15.2 The Parties will review the operation of the Agreement one (1) year before the Agreement ends to decide whether the Agreement will be renewed for a further term. The Agreement will only be renewed by mutual written agreement of the Parties.
- 15.3 This Agreement may be terminated by either Party providing six (6) months written notice to the other Party.
- 15.4 Melbourne may terminate this Agreement immediately if Guadalajara engages in an act that would cause Melbourne to commit a breach of the ESOS Act.
- 15.5 If the Agreement is terminated in accordance with clauses 15.3 or 15.4, termination will not apply to those Exchange Students already enrolled or accepted by the Host Institution.

### 16 GENERAL PROVISIONS

- 16.1 The following general provisions apply:
  - (a) **Acknowledgment:** The Parties acknowledge that this Agreement does not restrict the right of each Party to act in its discretion in relation to its business activities or any existing or new commitments.
  - (b) **Agency:** Nothing in this Agreement gives rise to a relationship of agency between the Parties.
  - (c) **Amendment:** This Agreement can be amended by mutual written consent of the Parties. Such amendments, once approved in writing by the Parties, will become part of this Agreement.
  - (d) **Assignment.** Neither Party may assign this Agreement or any right under this Agreement without the prior written consent of the other Party.
  - (e) **Execution.** This Agreement may be executed in counterparts, including facsimile counterpart. All executed counterparts constitute one document.
  - (f) **Force Majeure.** Neither Party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party's reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots and either Party may terminate the Agreement by written notice if such an event occurs and continues

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for a period of 30 days or more.

- (g) **Other Laws:** In carrying out obligations set out under this Agreement, each Party shall comply with all relevant laws, policies and requirements of the other Party as notified by the other Party from time to time.
- (h) **Survival:** The following clauses survive termination or expiration of this Agreement: 10, 11, 12, 13.3, 14, 15.5, 16.1(a), 16.1(b), 16.1(d), this 16.1(h) and 17.1. Clauses 5 to 9 will survive termination or expiration of this Agreement to the extent applicable to those Exchange Students already enrolled or accepted by the Host Institution at the time of termination or expiration.

### 17 DEFINITIONS

#### 17.1 In this Agreement :

the singular includes the plural and vice versa;

**“Agreement”** means this document together with Schedules or annexures;

**“Confidential Information”** means all information:

- disclosed by the Disclosing Party to the Receiving Party or of which the Receiving Party becomes aware; and
- which is by its nature confidential or is identified as confidential by the Disclosing Party;

but does not include information which:

- is required to be disclosed by law;
- is in the public domain other than by breach of this Agreement; or
- the Receiving Party has developed or obtained independently of the Disclosing Party.

**“Coordinator”** means an employee of either Party appointed to act as the central contact person for all matters concerning a Student Exchange Program;

**“CRICOS”** refers to the Commonwealth Register of Institutions and Courses for Overseas Students;

**“Disclosing Party”** means the Party that is disclosing Confidential Information.

**“Dispute”** means dispute or disagreement arising in connection with this Agreement;

**“Effective Date”** means means the date the last Party signed this Agreement;

**“ESOS Act”** means the *Education Services for Overseas Students 2000 (Cth)*;

**“Exchange”** means a one-for-one exchange of students from each Party;

**“Exchange Student”** means a Student selected and enrolled at the Host Institution to participate in the Student Exchange Program;

**“Home Institution”** refers to the Party to this Agreement at which the Exchange Student (or proposed Exchange Student) is enrolled and from which the Student intends to graduate. The Home Institution can send its Students to the other Party (institution) for the purposes of study;

**“Host Institution”** refers to the Party to this Agreement which receives or is proposed to receive the Student participating in the Student Exchange Program . The Host Institution accepts visiting Students from the other Party for the purposes of study;

**“Party”** means a Party to this Agreement and **“Parties”** has a corresponding meaning;

**“Personal Information”** refers to any personal, health or identifying information collected during the term of the Agreement;

**“Receiving Party”** means the Party that is receiving Confidential Information.

**“Student”** refers to a person regarded as a student in accordance with policies, statutes and legislation of the Home Institution;

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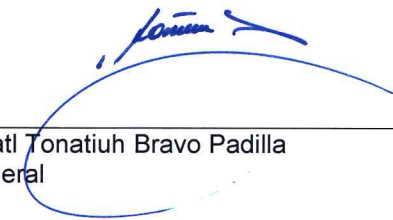
“**Student Exchange Program**” refers to the reciprocal arrangement set out in this Agreement whereby each Party can send their Students to study at the other Party’s institution on a fee neutral basis and for credit towards a degree at his/her Home Institution; and

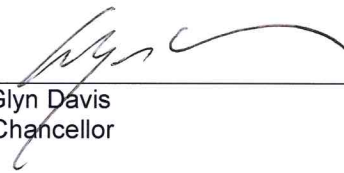
“**Term**” means five (5) years from the Effective Date.

### EXECUTED AS AN AGREEMENT

**Signed for and on behalf of:  
Universidad de Guadalajara**  
by its duly authorised officer/s

**Signed for and on behalf of:  
The University of Melbourne**  
by its duly authorised officer/s

  
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Mtro. Itzcóatl Tonatiuh Bravo Padilla  
Rector General

  
\_\_\_\_\_  
Prof Glyn Davis  
Vice-Chancellor

\_\_\_\_\_  
Date 05 MAR 2018

10 April 2018  
\_\_\_\_\_  
Date