

**STUDENT EXCHANGE AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF NEW SOUTH WALES**  
**AND**  
**UNIVERSIDAD DE GUADALAJARA**

**1. INTRODUCTION**

- 1.1. In furtherance of their mutual interests in teaching and research, desire to strengthen mutual contact; and as a contribution to increased international cooperation the parties have approved the following Agreement.
- 1.2. The parties to this Agreement are:  
The University of New South Wales, Sydney, Australia (hereafter referred to as "UNSW"), and  
Universidad de Guadalajara, Guadalajara, Mexico, (hereafter referred to as "UdeG").
- 1.3. Henceforth the university accepting students will be referred to as the "Host University". The university providing students will be referred to as the "Home University".

**2. OBJECTIVES**

- 2.1. The purpose of this Agreement is to establish the terms and conditions under which the exchange of students between UNSW and UdeG shall take place (Student Exchange).

**3. RESPONSIBILITIES**

- 3.1. At UNSW, the persons responsible for this Agreement are the Study Abroad and Exchange Office.
- 3.2. At UdeG, the persons responsible for this Agreement are the Vice Provost for International Affairs.
- 3.3. The responsibilities of UNSW and UdeG under this Agreement extend only to the exchange students. If an exchange student is accompanied by a spouse and/or dependant, such spouse and/or dependant is the sole responsibility of the student.
- 3.4. Each year UNSW and UdeG will provide each other with details of the academic year, course descriptions, handbooks and all other relevant information to enable prospective exchange students to make an informed choice of subjects to be taken at the Host University.

**4. SCOPE**

- 4.1. UdeG exchange students can apply to all academic fields at UNSW except courses in the Doctor of Medicine and the AGSM MBA Program.
- 4.2. UNSW exchange students can apply to all academic fields at UdeG except courses in The academic extension programs of the UDEG offered by its university enterprises, the Colegio de Español y Cultura Mexicana and the Sistema Corporativo PROULEX - COMLEX are not included in this Agreement.
- 4.3. The terms and conditions of the Agreement apply to both undergraduate and/or postgraduate coursework students attending UNSW or UdeG.

## 5. PERIOD OF STUDY

- 5.1. The first exchange of Exchange Students between UNSW and UdeG pursuant to this agreement shall commence in the academic year 2018.
- 5.2. The academic year at UNSW is divided into four academic terms;  
Summer Term, from early January until mid-February.  
Term 1, from mid-February until mid-May.  
Term 2, from early June until late August.  
Term 3, from mid-September until mid-December.
- 5.3. UNSW will offer two tailored terms for Study Abroad and Exchange Students:  
Tailored Term 1: Summer Term + Term 1, from early January until mid-May.  
Tailored Term 3: August Intensive + Term 3, from mid-August until mid-December.
- 5.4. At UdeG will offer two academic semesters, the semester from Calendar A, for the months of January to June and the semester from Calendar B, for the months of August to December.
- 5.5. The duration of any student exchange or study abroad should not exceed one academic year.

## 6. NUMBER OF STUDENTS

- 6.1. UNSW and UdeG each agree to accept FOUR (4) students in the Student Exchange program from the other institution each academic year. This number may be varied by agreement between the Host University and the Home University.
- 6.2. Subject to clause 6.1, the number of student participating in the Student Exchange Program will be on a one-to-one equal exchange basis.
- 6.3. If the number of exchange students exchanged between UNSW and UdeG is not in balance each academic year, the parties will endeavour to achieve an approximate balance over the period of the Agreement.
- 6.4. UNSW students who participate in short-term programs offered at UdeG can be counted for the purpose of achieving an exchange balance in any academic semester or year. The selection of courses and the number of UNSW students accepted to participate in UdeG short-term programs shall be discussed and agreed upon each year between the parties and confirmed in writing.

## 7. YEAR-LONG PROGRAMS



- 7.1. At UNSW, a fulltime load is eight (8) courses per year. Students may take up to three (3) courses for each of Terms 1, 2 and 3, and one (1) course for the Summer Term.
- 7.2. For year-long programs at UNSW, students taking:  
Eight courses over 1 year equals 2 exchange semesters.  
Nine courses over 1 year equals 2.25 exchange semesters.  
Ten courses over 1 year equals 2.5 exchange semesters.
- 7.3. At UdeG, full-time students take an academic load of one semester equivalent to 30 credits, which may be from (3) subjects depending on the subject according to study program, in the case of exchange students, may take from one (1) subject, as required by their home institution.
- 7.4. The transfer of credits shall be agreed and approved by the different institutions by means of study agreements accrediting the subjects and their equivalence.

## 8. SEMESTER-LONG PROGRAMS

- 8.1. At UNSW, an “exchange semester” is defined as four (4) UNSW courses.
- 8.2. For semester-long programs at UNSW, students taking:  
Three courses over one term equals three-quarters (0.75) exchange semesters.  
Six courses over two terms equals one and a half (1.5) exchange semesters.  
One course over the Summer term equals one-quarter (0.25) exchange semesters.
- 8.3. For both Tailored Terms, students will take four courses over the tailored term, equal to 1 exchange semester.
- 8.4. At UdeG, a semester load includes an academic load of one semester equivalent to 30 credits, which may be from (3) subjects depending on the subject according to study program, in the case of exchange students, may take from one (1) subject, as required by their home institution.

## 9. TUITION FEES

- 9.1. UNSW and UdeG each agree to waive tuition charges for students who participate in a Student Exchange pursuant to this Agreement and for whom they are the Host University, on a reciprocal basis. Laboratory fees, excursions and other non-tuition fees are not included in this waiver.

## 10. PROMOTION AND RECRUITMENT

- 10.1. UdeG and UNSW agree to promote and recruit students for studies at UNSW for Student Exchange, consistent with the policies of both institutions and applicable state and federal laws. In the case of Australia this particularly refers to the Education Services for Overseas Students (ESOS) Act 2000.

## 11. SELECTION AND NOMINATION

- 11.1. Each student pursuant to this Agreement will be selected by their Home University on the basis of the student's previous academic merit.
- 11.2. Each student will be enrolled in a full-time non-degree enrolment at the Host University.
- 11.3. Neither the Home University nor the Host University will, on the grounds of race, colour, national origin, age, ancestry, disability or handicap, veteran status, sex, sexual preference, or creed, exclude prospective students from participation in the program set out in this Agreement.
- 11.4. Each nomination of a student by the Home University to the Host University will be accompanied by an academic record for that student and the relevant Application for Admission form.
- 11.5. Wherever possible, the Home University will inform the Host University of the particulars of known health problems which might affect the exchange student's progress, or which mean that the exchange student may require special assistance.
- 11.6. Students will be required to meet the published language requirements appropriate to the Host University to carry out their studies and research at the Host University.

## 12. INSURANCE AND MEDICAL COVER

- 12.1. All students will be required to have adequate accident and health insurance coverage for the duration of their student exchange according to the requirements of the host country.
- 12.2. In order to obtain a Student Visa to Australia, students must obtain approved health insurance. The basic medical and hospital cover available to international students who study in Australia is known as Overseas Student Health Cover (OSHC). All exchange students for whom UNSW is their Host University, and who are not Australian citizens, must obtain overseas student health cover through an approved Australian Government provider. UdeG students will be responsible for all medical and hospital costs incurred outside the basic medical and hospital cover (OSHC).
- 12.3. Students should be advised to obtain additional travel insurance to provide supplementary cover, [in relation to Annex I](#).

## 13. HOUSING

- 13.1. The Host University will provide housing information, for both on and off campus options to exchange students.
- 13.2. Exchange students will comply with the regulations of housing options
- 13.3. UdeG students will comply with the regulations of the respective halls of residence at UNSW and license agreement conditions of UNSW housing.
- 13.4. UdeG will make reasonable efforts to assist UNSW students in finding suitable accommodation.



- 13.5. All housing costs must be paid by each participating student.

#### 14. ADMISSION AND ENROLMENT

- 14.1. Admission by the Host University to a specific course is subject to the Host University being satisfied that the exchange student has the necessary qualifications and experience.
- 14.2. The Host University reserves the right to reject prospective students on academic grounds or language requirements, in which case the Home University may nominate alternative prospective students, as applicable, for consideration by the Host University.
- 14.3. The Host University will endeavour to ensure that exchange students are admitted to courses that are part of the student's curricular plan, dependant on the availability of resources in the period for which admission is sought.
- 14.4. To enable UNSW to comply with relevant legal requirements and UNSW policies, UdeG agrees and acknowledges that all UdeG students will be required, prior to departure from UdeG, to provide their consent in a form prescribed by UNSW to UNSW disclosing certain personal information about them:  
by releasing copies of the student's UNSW transcript to UdeG on a semester or annual basis; and  
to the Australian government as necessary to meet UNSW's obligations under laws relating to international students, including the Education Services for Overseas Students Act 2000 (Cth) and the Migration Act 1958 (Cth)
- 14.5. The parties acknowledge that applicable Australian law (namely, the Migration Act 1958 (Cth) and the Education Services for Overseas Students Act 2000 (Cth) and its subordinate legislation) requires UNSW to obtain certain records regarding exchange students and disclose certain information regarding such students to the Australian government for the purposes of that legislation, including details of exchange students' name, gender, date of birth, country of birth, nationality and residential address in Australia; UdeG agrees and acknowledges that ongoing disclosure to UNSW of such information by its exchange students attending UNSW will be a condition of their acceptance by UNSW, and their failure to comply with relevant ongoing disclosure requirements will entitle UNSW to terminate their placement under the program.
- 14.6. The Host University shall have the option of terminating a student's program, should the student breach any laws, regulations or policies of the Host University, or be held by a court of law to have broken any law of the country in which the Host University is located.
- 14.7. The Host University will send decisions on applications either directly to the exchange student or the Home University who will then inform the applicants of the decision.
- 14.8. On receipt acceptance by the UdeG exchange student, UNSW will issue a Confirmation of Enrolment (COE) form to enable students to apply for a Student Visa to Australia.
- 14.9. On receipt of acceptance by the UNSW student, UdeG will issue a letter of acceptance to enable students to apply for a Student Visa to Mexico.

- 14.10. All students enrolled at the Host University are required to enrol in a full time course load.

### **15. ORIENTATION AND SERVICES**

- 15.1. In the spirit of exchange, the Host University will facilitate as much as possible the admission, academic progress, physical relocation and cultural orientation of exchange students from the Home University.
- 15.2. The Host University will provide exchange students from the Home University with:
- 15.2.1. Documents necessary for obtaining a visa.
  - 15.2.2. Information on health insurance requirements and the extent of the medical cover that must be obtained for the duration of a student exchange.
  - 15.2.3. Access to university facilities as full members of the Host University, including the library. Fees may apply for sporting and Student Union facilities.
  - 15.2.4. An orientation program.
  - 15.2.5. Academic and other advisory services.
- 15.3. The Host University will make all reasonable efforts to integrate students with host country students and other international students.

### **16. EXCHANGE STUDENTS RESPONSIBILITY**

- 16.1. Paying Home University tuition fees prior to participation in the student exchange program.
- 16.2. Obtaining and paying for an appropriate visa.
- 16.3. Arranging and paying for transportation to and from the country in which the Host University is located and to and from the Host University.
- 16.4. Arranging and paying for adequate medical and travel insurance for the duration of the student exchange.
- 16.5. Any expenses in excess of their medical insurance coverage.
- 16.6. Paying room and board expenses.
- 16.7. Personal expenses.
- 16.8. Purchasing textbooks, paying laboratory fees, specialised clothing, paying for field trips, etc, as required.
- 16.9. All international students (including Exchange Students) must advise UNSW of their residential address, and any subsequent change of address, as required by Australian law.
- 16.10. Settling all other debts incurred by them or on their behalf during the period of the student exchange.

### **17. ACADEMIC CONDUCT**



- 17.1. Participating students will be subject to the academic requirements and rules of conduct of the Host University. The Home University will advise their students of the academic and cultural expectations of the Host University.
- 17.2. The Host University will notify the Home University if the Host University becomes aware that any student is failing to meet or abide by the academic requirements and rules of conduct of the Host University. UNSW and UdeG will cooperate in good faith to resolve any student issues that may arise.
- 17.3. The Host University has the right to terminate any student's participation in accordance with the policies and procedures governing its own students, provided, however that the Host University has informed the Home University of its concerns as provided above and has given the Home University an opportunity to help resolve the issue before a termination occurs.

## **18. POST STUDY**

- 18.1. The Host University will provide the Home University with an official transcript from the Office of the Registrar, setting out each exchange student's academic performance during his or her time at the Host University.
- 18.2. Accreditation for the work carried out by an exchange student during the period of his or her student exchange, will be at the discretion of the exchange student's Home University.

## **19. NO AGENCY OR PARTNERSHIP ARRANGEMENT**

- 19.1. Nothing in this Agreement shall diminish the full autonomy of UNSW or UdeG, nor should any constraints be imposed by either UNSW or UdeG upon the other in carrying out this Agreement.
- 19.2. Neither UNSW nor UdeG is an agent of the other and neither has any right to act or represent the other or to purport to do so.
- 19.3. This Agreement does not, and shall not be deemed to, create a partnership relationship between UNSW and UdeG.

## **20. INTELLECTUAL PROPERTY**

The parties agree that this Agreement does not grant UNSW or UdeG any license of use or rights over the intellectual property of the other party. The use of trademarks and/or denominations representative of either party are strictly prohibited without the owner's written consent.

## **21. DISPUTE RESOLUTION**

- 21.1. The parties shall attempt to resolve any dispute arising out of or relating to this agreement through discussion and negotiation between the co-ordinators from each university named in this agreement. Should the co-ordinators fail to resolve the dispute within 30 days of the dispute being notified by a party, the

parties shall refer the dispute to senior officers of each university, who will between them attempt to resolve the dispute in a timely manner, and in any event within 30 days of the dispute being referred to them. Only after the process set out in this clause has been exhausted can either party commence legal proceedings. However, nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

## **22. CONFIDENTIALITY**

- 22.1. Each party agrees that it shall maintain the confidentiality of all information provided to it by the other party pursuant to this agreement (including student records), and shall only disclose the information as required by this agreement or as permitted by applicable law.

## **23. DURATION, TERMINATION AND MODIFICATION OF THE AGREEMENT**

- 23.1. This Agreement will commence on the date of the last signature signed below and will continue in full force and effect for five (5) years from and including that date. After this initial five (5) year period, the Agreement may be extended for further five (5) year periods where both parties provide their prior written consent.
- 23.2. This Agreement may be terminated by either party, provided that written notice of the intention to terminate is given by the terminating party to the non-terminating party at least six (6) months prior to the proposed termination date. All student exchanges that have been approved and/or commenced as at the date that the written notice of termination is received by the non-terminating party shall be allowed to proceed to their natural conclusion.
- 23.3. This Agreement shall supersede all previous negotiations and agreements between the two institutions.
- 23.4. This Agreement may be modified or altered by written agreement signed by an authorised representative of each of UNSW and UdeG.



The individuals with authority to sign this Agreement on behalf of their universities are the Deputy Vice-Chancellor Academic of UNSW and the Rector General, assisted by the Secretary General of UdeG

Place: Guadalajara, Jalisco, México

Date: 24 OCT 2018

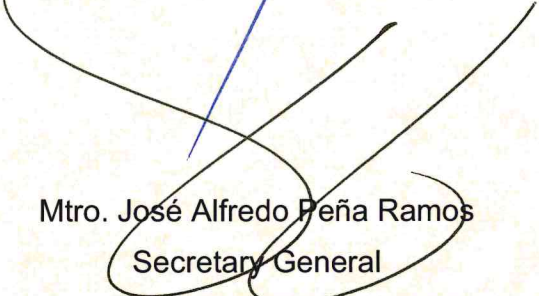
Place: Sydney, NSW, Australia

Date: 7.9.18

For and on behalf of The Universidad de Guadalajara:

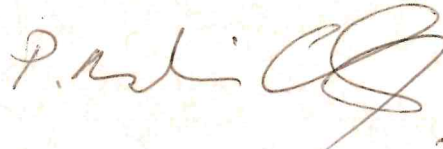


Dr. Miguel Ángel Navarro Navarro  
Rector General



Mtro. José Alfredo Peña Ramos  
Secretary General

For and on behalf of The University of New South Wales



Professor Merlin Crossley  
Deputy Vice-Chancellor Academic





## Annex I

### Requirements for international insurance

<u>Necessary coverage</u>	<u>Amount insured</u>
Medical assistance for accidents	\$100,000 USD
Medical assistance for non, pre-existing illness	\$100,000 USD
Legal assistance for travel accident	
Psychological counselling	
Consulting hotline (asking for information)	
Medicinal prescriptions	
Return of remains (funerary)	
Civil liability	
Transfer of funds for bail	
Transfer of relative in case of emergency (hospitalization)	
Patient transfer (accident, convalescence, illness)	

