



Student Exchange and Study Abroad Agreement

between

Southern Cross University, Australia

and

University of Louisiana at Lafayette, U.S.A.



UNIVERSITY
OF
LOUISIANA
L a f a y e t t e

STUDENT EXCHANGE AND STUDY ABROAD AGREEMENT

This Agreement is made on / dated [insert date]

Between

Southern Cross University of Military Road, East Lismore, NSW 2480, Australia ("SCU")

and

University of Louisiana at Lafayette of 104 University Circle, Lafayette, LA, 70504.

Recitals

- A. SCU is a university established in Australia and University of Louisiana at Lafayette (hereafter UL Lafayette) is a university established in the United States. Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which SCU and its agents have to comply. These are known as the *Education Services for Overseas Students Act 2000* ("**ESOS Act**") requirements and include obligations under the National Code which is made under and forms part of the ESOS Act ("**the National Code**").
- B. The purpose of this Agreement is to facilitate and to enhance the academic cooperation between the parties to the agreement. SCU and Partner Institution wish to record in this Agreement the terms on which they agree to facilitate the participation by their respective students in a student exchange program at the other party's institution ("**Student Exchange Program**") and a study abroad program at the other party's institution ("**Study Abroad Program**"). This Agreement will also record the terms on which they agree to research collaboration and faculty/ staff exchange.

1. Defined Terms

In this Agreement, unless the context requires another meaning:

- (a) "**Receiving Institution**" or "**Receiving Party**" means a party that is receiving the other party's students or staff for the purposes of the Student/Staff Exchange Program or Study Abroad Program;
- (b) "**Sending Institution**" or "**Sending Party**" means a party that is sending its students to the other party's institution for the purposes of the Student Exchange Program or Study Abroad Program;
- (c) "**Student**" means a Student Exchange Student or a Study Abroad Student (as appropriate);
- (d) "**Student Exchange Student**" means a student participating in the Student Exchange Program; and
- (e) "**Study Abroad Student**" means a student participating in the Study Abroad Program.

2. Student and Program Selection

2.1 Programs

The parties acknowledge and agree that:

- (a) In the Student Exchange Program, each party agrees to make available to up to two of the other party's students each year the opportunity to participate in the Student Exchange Program at its institution;
- (b) In the Student Exchange Program, reasonable efforts will be made by both parties to balance the number of Student Exchange Students each session and over a period of two or more sessions, so that the exchange need not be exactly balanced each session ("semester" at UL Lafayette). If either institution has been unable to balance the exchange by sending as many students as it has received, it can, at its sole discretion, refuse to accept further students from the other institution. In assessing this balance, one Student Exchange Student who enrolls at the Receiving Institution for 2 Sessions shall be considered the equivalent of 2 Student Exchange Students each enrolling for one Session; and
- (c) In the event that a party has more students at its institution that are interested in participating in the Student Exchange Program than the other party has ("**Additional Students**"), then the other party may, in its absolute discretion, agree to offer to the Additional Students a place in the Study Abroad Program at the other party's institution. The Study Abroad Program is not based on exchange of students, and assumes the visiting student will pay tuition and fees at the host institution.

2.2 Student Selection

- (a) No later than 20 weeks prior to the start of the Receiving Party's next Session the Receiving Party must advise the Sending Party of the number of Student Exchange Students that it is prepared to accept, if different from that specified in clause 2.1(a) of this Agreement and the subjects and courses that Student Exchange Students (and Study Abroad Students, if applicable) will be entitled to enrol in.
- (b) A Sending Party is responsible for promoting the Student Exchange Program to its students (such promotion to be in accordance with clause 4.1(a)), and must only select students for the Student Exchange Program (or Study Abroad Program) who:
 - (i) have language skills suitable to the Receiving Party's program (that is, English for SCU students studying abroad at UL Lafayette; English for UL Lafayette students studying at SCU);
 - (ii) have a record of high academic merit at the Sending Party's institution (equivalent to a GPA of at least 2.8).
 - (iii) the Sending Party considers, in its reasonable opinion, are suitable to undertake an overseas exchange;
 - (iv) have sufficient financial resources to meet the financial expenses necessarily incurred in order to live and study overseas, including, but not limited to: tuition fees and other study related fees (if applicable), travel and health insurances, accommodation, travel and living expenses.; and
 - (v) have been attending the Sending Party's institution for not less than 2 Sessions ("semesters" at UL Lafayette), ("**Prospective Students**").
- (c) No later than 16 weeks prior to the start of the Receiving Party's next Session, the Sending Party must:

- (i) provide the Receiving Party with the details and copies of the academic records of each Prospective Student; and
 - (ii) advise the Receiving Party of the subjects and courses in which each Prospective Student wishes to enrol at the Receiving Party's institution.
- (d) No later than 12 weeks prior to the start of the Receiving Party's next Session the Receiving Party must:
- (i) advise the Sending Party of which Prospective Students it is willing to accept into the Student Exchange Program or Study Abroad Program, such decision to be in the Receiving Party's absolute discretion (subject to the law);
 - (ii) advise the Sending Party of the number of Student Exchange Students it will accept and the number of Study Abroad Students it will accept;
 - (iii) provide to the Sending Party letters of offer for the Student Exchange Student and Study Abroad Students. Such letters must specify details concerning the Student Exchange Program or Study Abroad Program including, but not limited to, the tuition fees and any other applicable fees payable by the Sending Party to the Receiving Party for each Study Abroad Student ("**Study Abroad Fees**").
- (e) No later than 8 weeks prior to the start of the Receiving Party's next Session, the Sending Party must confirm the final numbers and arrival details of the Student Exchange Students.

3. Fees

The parties acknowledge that:

- (a) no tuition fees or other study-related costs are payable by a Sending Institution to the Receiving Institution in respect of Student Exchange Students;
- (b) The Student Exchange program will operate on a reciprocal, no-cost basis: no fees or tuition will be charged or collected by the Receiving Institution for students participating in the exchange. Students will pay any tuition and fees normally charged by the Sending Institution directly to the Sending Institution.
- (c) the Study Abroad Student must pay to the Receiving Institution the Study Abroad Fees for that Session not less than 8 weeks in advance of the Receiving Institutions Session start date; and
- (d) the Receiving Institution will invoice the Student at the time of offer for tuition fees and other study related fees (if applicable), overseas student health cover, and accommodation fees for all Study Abroad Students ("**Study Abroad Fees**").
- (e) in the event that the Receiving Institution does not receive the Study Abroad Fees for a Study Abroad Student within the time frame specified in clause 3(c), then the Receiving Institution may, in its absolute discretion, terminate that Study Abroad Student's entitlement to participate in the Study Abroad Program.

4. Obligations

4.1 Sending Institution

The Sending Institution agrees to:

- (a) give students accurate information about the Receiving Institution's courses, facilities, resources, the tuition fees and other study related fees (if applicable) and refund conditions.
- (b) promote and market the Student Exchange Program and the Study Abroad Program in accordance with the following requirements:
 - (i) conduct promotion and marketing for the program; and
 - (ii) ensure that prior to publishing any written advertising or promotional material in any form whatsoever using the other party's name, logo or trademarks, the Sending Institution must first obtain the Receiving Institution's written approval of the publication of such material (the Receiving Institution must not unreasonably withhold the approval but may require amendments to the promotional material in its absolute discretion);
- (c) provide the Students with contact details of the person at the Sending Institution that is responsible for overseeing the Student Exchange Program and Study Abroad Program for the Sending Institution ("**Sending Institution Contact**"), such duties to include assisting Students with pre-departure (obtaining passports and visas), enrolment and other welfare issues; and
- (d) indemnify the Receiving Institution for any costs or loss which the Receiving Institution may incur as a result of a Student of a Sending Institution having insufficient financial resources or insurance.

4.2 Receiving Institution

The Receiving Institution agrees to:

- (a) provide the Students with contact details of the person at the Receiving Institution that is responsible for overseeing the Student Exchange Program and Study Abroad Program for the Receiving Institution ("**Receiving Institution Contact**"), such duties to include assisting Students with locating suitable accommodation within a reasonable distance of the Receiving Institution's premises and dealing with any academic or adjustment problems experienced by the Students;
- (b) offer to the Students some of the benefits and entitlements that are enjoyed by the Receiving Institution's students including, but not limited to, equal access to teaching staff, academic resources and student services, free email accounts and library facilities. This does not include travel concessions for Students in New South Wales;
- (c) conduct an orientation program for the Students within 1 week of the commencement of the Session;
- (d) within 8 weeks of the end of each Session ("semester" at UL Lafayette), forward to the Sending Institution Contact each Student's official transcript of subjects and grades; and
- (e) at the request of the Sending Institution, comply with any privacy legislation requirements or procedures imposed on the Sending Institution and advised to the Receiving Institution.

4.3 Students

- (a) The parties acknowledge that each Student is responsible for:

- (i) paying to the Receiving Institution the Study Abroad Fees for that Session not less than 8 weeks in advance of the Receiving Institutions Session start date
 - (ii) arranging appropriate passports, travel, health and medical insurance, visas and any other necessary travel documentation;
 - (iii) the following expenses incurred by the Student during the Student Exchange Program or Study Abroad Program (as appropriate): travel expenses (including travel to and from the Receiving Institution), living and accommodation expenses, travel and health insurance, books and stationary expenses, fieldwork expenses and expenses associated with participating in any volunteer or extra-curricular activities whilst at the Receiving Institution;
 - (iv) locating, securing and maintaining accommodation for the period of the Student Exchange Program or Study Abroad Program (as appropriate);
 - (v) enrolling in and undertaking a full-time course loading for the Session (“semester at UL Lafayette”) at the Receiving Institution; and
 - (vi) abiding by the rules and regulations of the Receiving Institution and complying with all laws in the jurisdiction of the Receiving Institution.
- (b) The parties agree that no later than 3 weeks prior to the departure of the Students for a Session of study with the Receiving Institution, the Sending Institution must inform the Students of their obligations as set out in clause 4.3(a) above, both orally and in writing.

5. Proposed Academic and Research Collaboration

The parties agree to consider the following:

- (a) Development and promotion of research collaboration in areas of mutual interest.
- (b) Exchange of academic materials by both parties
- (c) Development and promotion of curriculum and course design, including training programs

(“the Proposed Academic and Research Collaboration”)

The terms, costs, and conditions of the Proposed Academic and Research Collaboration will be agreed upon by parties under a separate legal agreement prior to the commencement of such an activity.

6. Staff Exchange

- (a) Both parties agree to promote opportunities for the exchange of staff engaged in teaching, research or administration and may nominate one or more of their staff members each year to participate in such an exchange and enter into a separate legal agreement.
- (b) Staff exchange should, wherever possible, be on a one-to-one basis.
- (c) The Sending Institution will forward applications from selected staff interested in participating in a staff exchange program to the Receiving Institution.
- (d) The Receiving Institution, will, however, have the final authority to accept or reject any staff exchange applications.

- (e) Where an exchange is effected, the remuneration, salary, travel and living expenses, and health insurance, will be the responsibility of the Sending Institution and the individual staff member.
- (f) The Receiving Institution agrees to provide working conditions and privileges which are at least equivalent to those afforded resident staff of that institution.

7. Term and Review

- (a) This Agreement shall commence on the date of this Agreement and shall continue for a period of 5 years unless earlier terminated by a party pursuant to clause 7(c) or clause 7(d).
- (b) The parties will undertake a regular and at least annual review of the Student Exchange Program and/or Study Abroad Program.
- (c) Either party may terminate this Agreement without cause by providing the other party with not less than 6 month's written notice.
- (d) In the event that any of the following occur in respect of a party:
 - (i) that party ceases for any reason to be able lawfully to carry out all of the obligations which this Agreement contemplates may be carried out by it;
 - (ii) that party breaches the *Education Services for Overseas Students Act 2000* (Cth) (in the case of SCU) or any equivalent legislation in the Partner Institution's country (in the case of the Partner Institution);
 - (iii) that party acts in a manner which, in the reasonable opinion of the other party, damages or is likely to damage the reputation of the other party; or
 - (iv) that party fails to comply with any of its obligations under this Agreement, and does not remedy such non-compliance within 14 business days of receipt of a notice from the non-defaulting party, such notice particularising the breach and requesting that the defaulting party remedy such breach,

then the other party shall be entitled to terminate this Agreement by notice in writing to the other party, such termination to take effect upon the date stated in the notice (which, if such event occurs during a Session, must not be a date prior to the last day of that Session).

- (e) Within 3 weeks of the date of termination of this Agreement, each party must return to the other (but shall be permitted to retain a copy for its records) all original Student records held by that party in its capacity as a Receiving Institution.
- (f) If this Agreement is terminated under clause 7(c) or clause 7(d), then from the effective date of the termination:
 - (i) the parties are released from the obligation to continue to perform the Agreement except the obligation contained in clause 4.2(e) and those obligations that, by their nature, survive termination; and
 - (ii) each party retains the rights and claims it has against any other party for any past breach of the Agreement.

8. Insurances, Releases and Indemnities

8.1 Insurance

- (a) Both parties agree to effect and maintain at all times during the term of this Agreement, with a reputable insurance company, a policy or policies of insurance as necessary, available and appropriate to provide adequate compensation to the other party in the event of loss or damage being occasioned to any person, premises or property arising out of or in connection with the Student Exchange Program and/or the Study Abroad Program.
- (b) Each party will, if required by the other party, provide evidence of the insurance cover obtained by it in accordance with clause 8.1(a) above.

8.2 Release and Indemnity

- (a) The Receiving Institution releases and agrees to indemnify the Sending Institution from any claim, action, loss, liability or damage the Sending Institution incurs arising from any negligent act or omission by a Student arising during the course of studying with the Receiving Institution, but:
 - (i) only to the extent that the Receiving Institution is held vicariously or otherwise liable for any negligent act or omission of that Student; and
 - (ii) except to the extent that such act or omission was caused by or contributed to by the Sending Institution.
- (b) The release and indemnity in this clause 8.2 are continuing and independent obligations of the Receiving Institution and survive termination or expiry of this Agreement.

9. General

9.1 Entire Agreement

This Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications. Except as otherwise provided in this Agreement, this Agreement may be amended only by a document signed by all parties.

9.2 Assignment

A party must not assign, create an interest in or deal in any other way with any of its rights under this Agreement without the prior written consent of the other party.

9.3 Dispute Resolution

The parties agree that in the event that a dispute arises between the parties, the following procedure shall be employed:

- (a) the Sending Institution Contact and the Receiving Institution Contact must first use best endeavours to resolve the dispute;
- (b) if the persons referred to in clause 9.3(a) are unable to resolve the dispute, the dispute within 10 business days, the dispute shall be referred to the [Vice Chancellor or equivalent] of each party; and
- (c) if the persons referred to in clause 9.3(b) are unable to resolve the dispute within 20 business days, the dispute shall be referred to mediation. The mediator is to be

agreed between the parties and all costs of mediation are to be shared equally between them;

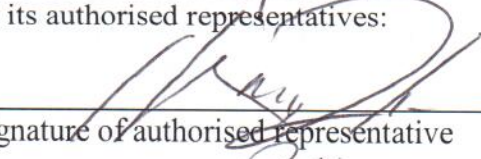
- (d) if the dispute remains unresolved following mediation, or if mediation does not resolve the dispute within thirty (30) business days, a party which has complied with the provisions of this clause:
 - (i) may terminate the dispute resolution process provided for in this clause; and
 - (ii) if the party so determines, may also terminate this Agreement by giving the other party a dated written notice of termination stating the following:
 - (A) that the dispute resolution process is terminated; or
 - (B) that the dispute resolution process and this Agreement are both terminated with effect from the termination day specified in the notice; and
- (e) the parties agree that the provisions of this clause 9.3 do not prevent a party from seeking interlocutory relief.

9.4 Interpretation

- (a) In this Agreement, unless the context requires another meaning, a reference:
 - (i) to the singular includes the plural and vice versa;
 - (ii) to a document (including this Agreement) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) to an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;
 - (iv) to a party means a party to this Agreement;
 - (v) to a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and
 - (B) the person's successors, agents, delegates, permitted assigns, substitutes, executors and administrators;
 - (vi) to a law includes any amendment, consolidation, supplementation or replacement of that and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (vii) to time is to time in Sydney, Australia
- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) This Agreement must not be construed adversely to a party only because that party was responsible for preparing it.

**Signed for and on behalf of
Southern Cross University**

by its authorised representatives:



Signature of authorised representative

Chris Patten

Name of authorised representative (please print)

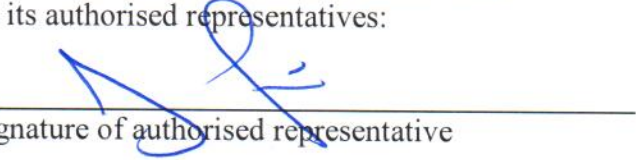
2/9/15

Signature of authorised representative

Name of authorised representative (please print)

**Signed for and on behalf of
University of Louisiana at Lafayette**

by its authorised representatives:



Signature of authorised representative

E. Joseph Savoie, President

Name of authorised representative (please print)

9/28/15

Signature of authorised representative

Name of authorised representative (please print)