



Australian  
National  
University



Stony Brook  
University

**STUDENT EXCHANGE AGREEMENT  
BETWEEN  
THE AUSTRALIAN NATIONAL UNIVERSITY, AUSTRALIA  
AND  
STATE UNIVERSITY OF NEW YORK AT STONY BROOK, UNITED STATES OF AMERICA**

**THIS AGREEMENT is made  
BETWEEN**

**THE AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906, CRICOS Provider No. 00120C, an institution pursuant to the *Australian National University Act 1991* (Cth) of Acton, in the Australian Capital Territory, Australia ("**ANU**")

**AND**

**THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK**, 100 Nicolls Rd, Stony Brook, New York 11794, the United States of America ("**SBU**")

together the "**Parties**".

The Parties agree as follows:

**1. Number of Exchange Students and Duration of Exchange**

- (a) Commencing with Spring 2019, and in each succeeding year during the term of this Agreement, each Party ("**Home University**") will annually nominate up to two full year full-time equivalent students as exchange students to the other Party ("**Host University**"). The maximum number of students for exchange each year may be amended by mutual agreement in writing.
- (b) The period of exchange will be one academic term (semester) or one academic year. In the case of SBU, Spring semester is from January to May and Fall semester is from August to December. In the case of ANU, first semester is from February to June and second semester is from July to November.
- (c) The Parties agree that for the purposes of determining the balance of students exchanged, two exchange students participating for one academic term (semester) will be counted as equivalent to one exchange student participating for one academic year.
- (d) Exchange students will continue as candidates for degrees of their Home University and will not be candidates for degrees of the Host University but will be enrolled at the Host

University for the duration of their exchange. It is understood that students enrolling at the Host University as candidates for degrees will not be considered as part of this exchange program and will be responsible for tuition and fees of the Host University.

- (e) If a Party is unable to send two full-time equivalent exchange students during any year of the Agreement, then that Party will be eligible to send additional students to make up for the imbalance.
- (f) If an imbalance of exchange places exists at the time of written termination of this Agreement, the Party having hosted the larger number of exchange students will be entitled to rectify any imbalance by sending additional students to the other Party under the terms of this Agreement within one year from the date that this Agreement terminates.

## **2. Study Abroad Component**

Study Abroad in this agreement has the meaning of a full fee-paying non-award program.

- (a) No activity provided for by this agreement will preclude the movement of students between the Parties as Study Abroad students.
- (b) If the number of students on exchange between the Parties is out of balance, additional students may be considered on a Study Abroad basis.
- (c) Both Parties will confirm in writing the basis of enrolment at the host university of any Study Abroad student.

## **3. Selection, Course and Enrolment**

- (a) Exchange students will be selected by their Home University on the basis of the following criteria. They will be recommended to the Host University which will have the final say on whether to accept and enrol the student based on its Statutes, Rules, Orders, policies, procedures, general principles of selection and any special requirements applying to the particular course of study:
  - i. students will have completed at least one year of university study prior to participating in the exchange; and
  - ii. have good academic standing. Each Host University will determine the minimum academic requirements for incoming students to its university.
- (b) Exchange students will pursue an academic program developed in consultation with the student's Home University. The Host University will permit undergraduate exchange students to enrol in a normal full-time course load and in all courses where they meet the Host University's prerequisites and language proficiency requirements.

At ANU, a full-time load for international students is defined as 24 units per semester. Each standard course is valued at 6 units. Students ordinarily take 4 courses per semester. At the SBU, a full-time load for international students is defined as 12 credits each semester. Students ordinarily take 4 courses per semester.

At ANU, graduate exchange places may only be negotiated on a case-by-case basis and are subject to the availability of exchange places. The ANU Medical School does not offer exchange places in The Doctor of Medicine and Surgery (Medicinae ac Chirurgiae Doctoranda). It is understood that quota limitations, normal timetabling and scheduling constraints apply to all students.

- (c) It will be the Home University's responsibility to advise students if they do not meet the entry requirements of the Host University.
- (d) Neither Party has the right to commit the other Party to accepting any student who does not meet the other Party's admission requirements.
- (e) SBU acknowledges that due to visa restrictions in Australia, all study to be undertaken in Australia must comprise a full-time load.
- (f) Any academic credit received during the course of the exchange program may be transferred to the Home University in accordance with the appropriate regulations of the Home University.
- (g) While on exchange, students will be subject to the Statutes, Rules, Orders, Codes, policies, procedures, guidelines and discipline of the Host University and all relevant local laws. Notwithstanding this clause, students will also remain subject to the Statutes, Rules, Orders, Codes, policies, procedures, guidelines and discipline of their Home University.
- (h) On the request of student, the Host University will provide the Home University with an official transcript on each exchange student at the completion of the exchange. In the case of ANU, official transcripts may be provided to SBU electronically.

#### 4. Fees and Costs

- (a) Exchange students will pay normal tuition and fees to the Home University in accordance with the policies of that Party. Neither Party will make charges upon the other Party or upon the exchange students for tuition or application for admission fees.
- (b) ANU students intending to enrol at SBU are responsible for non-tuition university fees including, but not limited to, International Student Service Fees and broad based fees as outlined at <https://www.stonybrook.edu/commcms/bursar/tuition/broad-based-fee/index.php>
- (c) Laboratory and field trip fees must be paid for by the student unless explicitly waived by the Host University.
- (d) Each Party will use reasonable endeavours to assist exchange students in finding accommodation on or near the Party's campus. Students are responsible for paying for their accommodation.
- (e) Exchange students will be responsible for personal health and hospitalisation insurance coverage. SBU students intending to enrol at ANU must take out Overseas Student Health Cover (OSHC) prior to departure as a condition of their student visa. ANU students intending

to enrol at SBU must have SBU's mandatory health insurance. Any medical expenses that exceed the coverage provided by such insurance will be borne by the exchange student.

- (f) Exchange students will be responsible for making their own international and domestic travel arrangements and associated costs, as well as for expenses involving meals, study materials, local transportation, personal expenses, passport, visa applications and all other general living expenses.

## 5. Education Services for Overseas Students Act

Australian law requires providers of education and training courses to overseas students to be registered and comply with the requirements of the *Education Services for Overseas Students Act 2000* (Cth) ("**ESOS Act**") and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 ("**National Code**") made pursuant to the ESOS Act. ANU is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (**CRICOS**). Its CRICOS provider code is 00120C. To ensure that ANU complies with its legislative obligations, SBU agrees that it will identify "The Australian National University" as the provider of the exchange program and include the ANU CRICOS code in all written material, including material in electronic form, concerning the exchange program. Such materials will generally be provided by ANU. SBU agrees to advertise and promote the student exchange program in accordance with the obligations set out in the ESOS Act and National Code, a summary of which is set out in **Schedule 1**.

## 6. Privacy

SBU acknowledges and agrees that ANU is bound by the provisions of the *Privacy Act 1988* (Cth) ("**Privacy Act**"). The Privacy Act requires ANU to pass on the obligations outlined in this clause to a third Party where ANU is providing Personal Information to that third Party. For the purposes of this Agreement "**Personal Information**" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion. A summary of the relevant provisions contained in the Privacy Act is set out in **Schedule 2**.

## 7. Use of Logos and Names

Each Party grants a non-exclusive license to the other Party to use its respective logos and names in all promotional materials, including advertisements, brochures, stationery materials, etc., only in connection with or relating to the promotion or conduct of the student exchange program the subject of this Agreement for the duration of this Agreement, provided all promotional material is in accordance with clause 5. Such use will cease upon termination of this Agreement. Any intellectual property in the logos or names remains the property of the respective Party. Each Party warrants that it will not, by action or omission, jeopardize the rights of the other Party, or the validity or subsistence of such rights, in the name and logo of the other Party, and will promptly notify the other Party of any infringement by any person or entity of the other Party's intellectual property rights in its name and logo which comes to its attention.

## 8. Indemnity

Each Party will at all times indemnify the other Party its officers, employees, agents or subcontractors (in this clause referred to as “those indemnified”) from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Party, its employees, agents or subcontractors in connection with the performance of its obligations under this Agreement. A Party’s liability to indemnify the other Party under this clause 8 will be reduced proportionally to the extent that any act or omission of the other Party or its employees or agents contributed to the loss or liability. The indemnity referred to in this clause 8 will survive the expiration or termination of this Agreement.

## 9. Dispute Resolution

Before resorting to external dispute resolution mechanisms, the Parties will attempt to settle by negotiation any dispute in relation to this Agreement including by referring the matter to personnel who may have authority to intervene and direct some form of resolution. If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

## 10. Amendment, Renewal and Termination

- (a) This Agreement will take effect from the date of the last signature for a period of five (5) years and may be modified or revised only by mutual written agreement of the Parties. It is understood that an evaluation of this Agreement will take place two years after the date of execution and that termination of this Agreement will be without penalty to either institution.
- (b) The Agreement may be terminated by either Party provided that six month’s written notice of termination is given to the other Party. Effective teach-out or transition plans will be in place for all students enrolled in the Program should this agreement terminate whilst a student is undertaking the Program.
- (c) Either Party may terminate this Agreement if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given thirty (30) days notice of its intention to terminate this Agreement. If the default or breach has not been remedied at the expiry of the specified time the aggrieved Party may by written notice terminate this Agreement.
- (d) Either Party may terminate this Agreement by immediate notice to the other Party if it becomes aware that the other Party has been negligent, careless or incompetent or has been engaged in false, misleading or unethical advertising and recruitment practices, including, practices that could harm the integrity of the education and training regimes of either Party’s country.

## 11. Jurisdiction

This Agreement and all matters arising out of or relating to it (including without limitation, its enforceability), are governed by the laws applicable in the country (Australia or the United States of America) in which the matters giving rise to dispute took place.

## 12. Representation

The Parties will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party. A Party will not by virtue of this Agreement be or for any purpose be deemed to be an employee, partner or agent of the other Party, or as having any power or authority to bind or represent the other Party. Neither Party will have the right to assign any duty or responsibility arising hereunder without the written consent of the other.

## 13. Force Majeure

- (a) For the purposes of this clause, “**Unexpected Event**” affecting a Party means anything outside that Party’s reasonable control, including but not limited to, acts or omissions of the other Party, government issued travel warning, fire, storm, flood, earthquake, acts of God, pestilence, war (whether declared or undeclared), acts of terrorism, transportation embargo or failure or delay in transportation, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, sub-contractors, customers, governments or government agencies). If an Unexpected Event affecting a Party precludes that Party (“**Precluded Party**”) partially or wholly from complying with its obligations under this Agreement then:
- i. as soon as reasonably practicable after that Unexpected Event arises, the Precluded Party must notify the other Party of the Unexpected Event; and
  - ii. to the extent and for the period that the Precluded Party is precluded by the Unexpected Event from complying with its obligations under this Agreement, those obligations will be suspended.
- (b) This clause 13 does not apply to any obligation to pay money.

**Executed as an Agreement:**

**SIGNED** for and on behalf of **THE AUSTRALIAN NATIONAL UNIVERSITY** by its duly authorised officer

Ms Jane O'Dwyer  
Vice-President (Engagement and Corporate Affairs)

  
\_\_\_\_\_  
Signature

in the presence of:

  
\_\_\_\_\_  
Signature of witness

J. DAMPNEY  
\_\_\_\_\_  
Name of witness

BUILDING 124, ANU  
\_\_\_\_\_  
Address of Witness

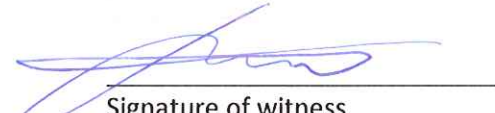
12/12/18  
\_\_\_\_\_  
Date

**SIGNED** for and on behalf of **THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK** by its duly authorised officer

Professor Jun Liu  
Vice Provost for Global Affairs and  
Dean of International Academic Programs and Services

  
\_\_\_\_\_  
Signature

in the presence of:

  
\_\_\_\_\_  
Signature of witness

Joanna Liu  
\_\_\_\_\_  
Name of witness

100 Nicolls Rd, Stony Brook, NY  
\_\_\_\_\_  
Address of Witness

December 20, 2018  
\_\_\_\_\_  
Date

## SCHEDULE 1: ESOS ACT REQUIREMENTS

1. ANU is subject to the provisions of the *Education Services for Overseas Students Act 2000* (Cth) ('the ESOS Act'). The ESOS Act imposes certain requirements on ANU in relation to overseas students, including that ANU ensure that organizations with which it collaborates also comply with the ESOS Act provisions. This schedule sets out the provisions that ANU must ask SBU to comply with.
2. In recognition of the obligations that ANU has under Australian law, SBU agrees to:
  - 2.1. perform its obligations under this Agreement observing the highest standards in honesty, quality of service and ethics and in accordance with the standards particularly described in paragraph 2.3 below;
  - 2.2. if the ANU asks SBU to do so, give ANU any information that ANU considers reasonably necessary to assess and monitor SBU's credentials to act as the representative of ANU with respect to the provision of information to students. ANU may use or disclose that information to any person it reasonably considers necessary to allow it to check SBU properly. However, ANU will not use that information for any other purpose;
  - 2.3. abide by the National Code. SBU agrees that it has read and understood the National Code and has already familiarized itself with the content of the National Code. ANU undertakes to notify SBU of any changes to the National Code and SBU will be bound by those changes. Specifically, SBU makes the following undertakings:
    - 2.3.1. to market ANU Programs with integrity and accuracy;
    - 2.3.2. to provide full, free, up-to-date and accurate information about ANU, its Program and facilities, based only on official information and marketing materials that ANU provides to it;
    - 2.3.3. to recruit and select students in an honest, ethical and responsible manner;
    - 2.3.4. to assist to uphold the high reputation of the University and of the Australian international education sector;
    - 2.3.5. to screen Applicants based on the Genuine Temporary Entrant requirements to establish if an Applicant meets the criteria as a Genuine Student as outlined by the Department of Home Affairs pursuant to Ministerial Direction Number 69;
    - 2.3.6. to ensure that all necessary evidence and documentation accompanies a prospective student's application or acceptance of offer;
    - 2.3.7. to advise prospective students that they are required to provide to ANU accurate contact details, including updates of these details within seven days of a change;
    - 2.3.8. not to publish information that is misleading, inaccurate or damaging about ANU or another tertiary institution;
    - 2.3.9. not to guarantee or imply the availability of any employment in Australia to prospective students while they are enrolled with ANU;
    - 2.3.10. not to guarantee or imply immigration or residency opportunities for prospective students while studying or after graduation in Australia;
    - 2.3.11. to inform prospective students that students coming to Australia on a student visa must have a primary purpose of studying and must study on a full-time (100% load) basis and that any school-aged dependents accompanying them to Australia will be required to pay full fees if they enrol in either Australian government or non-government schools;

- 2.3.12. to provide to prospective students comprehensive and accurate information about living costs in Australia;
  - 2.3.13. to represent itself and ANU in a way that upholds the dignity and reputation of both parties;
  - 2.3.14. to accept no inducement for and make no promises about attending ANU;
  - 2.3.15. where any prospective student does not meet ANU admission standards, to promptly advise them that they do not; and not to charge directly or indirectly any fee to students or any other person for the selection services or activities connected with the Program without first obtaining written permission from ANU;
  - 2.3.16. not to make any representations or offer any guarantees to Applicants about whether they will be granted a student visa;
  - 2.3.17. not to provide any immigration advice to Applicants unless SBU is authorised to do so under the Migration Act 1958;
3. ANU undertakes to notify SBU of any changes to the National Code and the Parties agree to amend this Schedule from time to time to include such of those changes which are, in the opinion of ANU, relevant to this Agreement, with which SBU must comply.

For the purposes of this Agreement:

**Code of Ethics** means the Australian International Education and Training Agent Code of Ethics, currently available at: <https://internationaleducation.gov.au/News/Latest-News/Documents/Australian%20International%20Education%20and%20Training%20-%20Agent%20Code%20of%20Ethics.pdf>

**CRICOS** means the Commonwealth Register of Institutions and Courses for Overseas Students which is a register of Australian education institutions that recruit, enrol and teach overseas students. Registration on CRICOS allows providers to offer courses to overseas students studying, or intending to study, in Australia on student visas.

**Genuine Temporary Entrant (GTE) Requirements** is an Australian Government integrity measure used to ensure the student visa program is used as intended and not as a way for international students to maintain ongoing residency in Australia. The current GTE requirements are found at <https://www.homeaffairs.gov.au/trav/stud/more/genuine-temporary-entrant>

**National Code** means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, established pursuant to Part 4 of the Australian legislation called *Education Services for Overseas Students Act 2000*, as amended from time to time and the Code is currently found at <https://www.legislation.gov.au/Details/F2017L01182>; and

**Prospective student** means a person who seeks to apply to become a student of ANU.

## SCHEDULE 2: PRIVACY ACT

1. SBU acknowledges that ANU is bound by the provisions of Australian legislation called *Privacy Act 1988 (Cth)* ("**the Privacy Act**"). The Privacy Act requires ANU to pass on the obligations outlined in this clause to a third Party where ANU is providing Personal Information to that third Party. For the purposes of this Agreement "**Personal Information**" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
2. SBU agrees to:
  - i. use Personal Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
  - ii. take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;
  - iii. cooperate with any reasonable demands or inquiries made by ANU regarding use or disclosure of Personal Information;
  - iv. ensure that any person who has access to any Personal Information is made aware of, and undertakes, to observe the obligations referred to in this Schedule;
  - v. indemnify ANU as the circumstances require, in respect of any loss or expense suffered or incurred by ANU arising out of or in connection with a breach of the obligations of (SBU under this Schedule or any misuse of Personal Information by SBU.
3. The Parties will ensure that exchange students are informed prior to commencing a student exchange that their grades and other information necessary for admittance to the exchange program and monitoring of performance during the exchange program will be provided by ANU to SBU and by SBU to ANU. In order to comply with this clause, each Party will obtain the student's written consent to allow the transfer of information from one Party to the other Party.