

## Student Mobility Agreement (Exchange)

### Details:

|                   |  |
|-------------------|--|
| <b>Parties</b>    | <p><b>The University of Queensland</b> (ABN 63 942 912 684), a body corporate established under the <i>University of Queensland Act 1998</i> (Qld), St Lucia QLD 4072 Australia, referred to as <b>UQ</b></p> <p>AND</p> <p><b>Stony Brook University</b> [100 Nicolls Rd, Stony Brook, NY 11794, USA], referred to as <b>SUNY Stony Brook</b></p>   |
| <b>Term</b>       | <p>Commencement Date: Upon signing by both parties.</p> <p>End date: This Agreement will expire 5 years after signing by both parties or until terminated by either party upon 60 days prior written notice.</p>   |
| <b>Host Party</b> | The party receiving a student.   |
| <b>Home Party</b> | The party with whom the student is first enrolled.   |
| <b>Contents</b>   | <p><b>Section 1:- Background</b></p> <p><b>Section 2:- Academic Program</b></p> <p><b>Section 3:- Administration &amp; Governance</b></p> <p><b>Section 4:- Intellectual Property, Data and Notices</b></p> <p><b>Section 5:- Risk Management</b></p> <p><b>Section 6:- Disputes</b></p> <p><b>Section 7:- Relationship</b></p> <p><b>Section 8:- General Terms and Conditions</b></p> <p><b>Section 9:- Definitions</b></p> |

### Section 1:- Background

- 1.1 Student mobility is recognised by the parties as an opportunity to collaborate and provide benefits to students during their program of studies.
- 1.2 Students who study abroad from their Home Party obtain different perspectives on their field of study and broaden their skills and knowledge.
- 1.3 Student mobility primarily relates to student exchange.
- 1.4 Recognising this, both parties wish to strengthen their academic relations, and have agreed to support student mobility on the terms and conditions set out in this Agreement.

### Section 2:- Academic Program

- 2.1 Both parties agree to facilitate and promote student mobility through student exchange between the parties. Exchange participants may be undergraduate students.
- 2.2 Students intending to participate in a student mobility program must have completed at least one year of tertiary study at the Home Party prior to commencing studies at the Host Party.
- 2.3 The parties shall ensure that the number of students participating in an exchange on behalf of each party shall remain in approximate parity and may make adjustments from time to time to accomplish this goal.
- 2.4 In **limited** circumstances, the parties may consider a fee-paying study abroad

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arrangement where an imbalance in exchange numbers occurs.

- 2.5 Except as identified in Section 2.7 Participating students will be given the same rights and privileges as other students of the host party (for example student support services and academic counselling) and will be granted the same access as other students of the Host Party to the facilities of the Host Party.
- 2.6 Participating students will be expected to meet all the usual requirements and obligations of study at the Host Party, including for example the selection of courses.
- 2.7 The parties acknowledge the academic nature of this agreement. Incidental activities, such as paid or unpaid employment are beyond the scope of this agreement.

achievement but also for their maturity, conduct and motivation.

- 3.7 By submitting an application to the other party, each party warrants that it has the student's consent and authority to provide confidential documents and personal information concerning the student (e.g. letters of offer) to the proposed Host Party.
- 3.8 Academically, UQ will review and select students who have completed at least 2 semesters of study at UQ with a minimum GPA of 4.5 on a 7 point scale.
- 3.9 Academically, SUNY Stony Brook will review and select students who have completed at least 2 Semesters at SUNY Stony Brook with a minimum grade of C, and who also meet all other entry requirements provided by UQ in writing.
- 3.10 SUNY Stony Brook will forward any selected student application to UQ by February 28 (for Semester 2 start at UQ) or September 30 (for Semester 1 start at UQ).

UQ will forward any selected student application to SUNY Stony Brook by April 1st for Fall semester and October 15th for Spring semester.

- 3.11 The Host Party shall have the right to accept or reject any student application within 30 days of receipt of such application.
- 3.12 Neither party warrants or guarantees the availability of places in a particular course.
- 3.13 If either party determines, in accordance with its policies and procedures, that a student who is a participant in the student mobility program should not continue to study, then it shall notify the other party, and provide reasonable information requested by the other party, subject to privacy laws.

### Visa and Health

- 3.14 All students are required to carry adequate health insurance, as determined by the Host, and it may be a condition of obtaining a student visa (or equivalent).

### Section 3:- Administration and Governance

#### Promotion and Applications

- 3.1 Each party will promote student mobility and where applicable, will use all relevant and up to date promotional material provided by the other party.
- 3.2 The promotional materials of an Institution are to be kept up to date, with full and complete details of the exchange.
- 3.3 At their own expense, faculty and/or administrators from a party may visit the other party to assess the student mobility experience offered.
- 3.4 Each party will provide registration services for its students and request that students wishing to participate in student mobility programs complete an application form.
- 3.5 Each party will provide the other party with up to date, full and complete details of the entry requirements for students. Entry requirements include any specific requirements for the program of study and any language proficiency requirements.
- 3.6 Students may be recommended to the other party not only for their academic

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- 3.15 The Host Party will provide to the student of the Host Party any necessary documents, to support an application for a student visa (or equivalent).
- 3.16 Students are responsible for completing all necessary administrative procedures in order to obtain a visa and the required documents for studying abroad.
- 3.17 The Home Party will provide pre-departure orientation for its students which may include any recommendations concerning additional medical or travel insurance.

### Student Enrolment

- 3.18 Whilst undertaking student mobility, students will remain on full time status as students of the Home party and will also be enrolled as non-award students at the Host Party.
- 3.19 Students will continue as candidates for the award of the relevant degree at the Home Party and will not be eligible for any award or credit at the Host Party.
- 3.20 Students will be required to enrol in a full-time course load for one or two semesters at the Host Party, but no longer.
- 3.21 The parties' Responsible Officers (as identified in Section 3.27 below) shall first approve any extension of a student's mobility program.
- 3.22 The Home Party will recognise academic credits earned by its students at the Host Party and may transfer such credit and count it towards an award at the Home Party.

### Academic Calendars

- 3.23 The UQ academic calendar runs from February to November each year. The first semester is from February to June and the second semester is from July to November.
- 3.24 The SUNY Stony Brook academic calendar runs from January to December each year. The first semester is from late August to December and the second semester is from late January to May.

### Tuition and Other Fees

- 3.25 Students will pay tuition and fees at his/her Home Party and will be exempted from tuition fees at the Host Party as long as reciprocity applies.
- 3.26 Students shall be responsible for all field trip costs, other non-compulsory student service fees and personal costs including:-
- Transport (including flights) to and from the Host Party;
  - Textbooks, clothing, and personal expenses;
  - Accommodation costs;
  - Medical insurance required by the Host or Host country;
  - Passport and visa costs.

### Governance

- 3.27 For the purposes of coordinating and administering the student mobility program:
- UQ nominates as its **Responsible Officer**, the Manager, UQ Abroad, or such other person as notified by UQ to SUNY Stony Brook's Responsible Officer.
  - SUNY Stony Brook nominates as its **Responsible Officer**, the Manager of International Education (or such other person as notified by SUNY Stony Brook to UQ's Responsible Officer).

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Stony Brook, NY 11794  
P: +1 631 632 7363  
E: [Mariam.isack@stonybrook.edu](mailto:Mariam.isack@stonybrook.edu)

- 3.28 The Responsible Officers shall:
- Promote, encourage and facilitate Student Mobility programs;
  - Act as principal contacts for individual and group activities and to plan and

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coordinate all activities within their organisations as well as with the other party;

- Distribute promotional or other materials to the other party; and
- Consult periodically with the other party to review and evaluate past activities and to work out new ideas for future cooperative activities.

3.29 The Responsible Officers shall ensure students receive information confirming that, they are:

- Bound to comply with local laws and regulations (including visa conditions) of the Host country;
- Subject to the policies, rules and regulations of the Host Party including, but not limited to those related to attendance, discipline, complaints and appeals;
- Required to attend classes and to take examinations and/or other forms of assessment required by the Host Party.

3.30 The Responsible Officers may work with other internal Administrative Officers or Working parties to document and manage the activities contemplated by this Document.

### Section 4:- Intellectual Property, Data and Notices

#### Intellectual Property

4.1 Each party acknowledges that any Intellectual Property created by a student in their course of study, remains the property of the student unless otherwise agreed.

4.2 Each party retains all rights to its background Intellectual Property.

#### Use of name, trademarks or logo

4.3 Each party permits the other party to use its name in the following form during the Term:

*"The University of Queensland and Stony Brook University currently cooperate in pursuit of academic excellence."*

4.4 The parties intend to engage in joint marketing activities in relation to this Document. Neither party may publish or distribute any public statement or marketing

or publicity material that refers to the other party (except as permitted in clause **Error! Reference source not found.**) without the prior written approval of the other party to the form of the statement or material.

4.5 Each Party must not in any way, either expressly or impliedly, use the names, trademarks or logos of the other Party in any public document without prior written consent.

#### Confidentiality

4.6 With regard to information identified by the disclosing party as "Confidential", the receiving party agrees:

- (a) to treat the confidential Information of the other party with the same level of care as it would its own Confidential Information;
- (b) not to use Confidential Information of the other party except as necessary to perform this document; and
- (c) not to disclose Confidential Information of the other party except to its Personnel on a "need to know basis" to perform this document, as required by law, or with prior written consent of the other party.

4.7 The obligations of confidentiality will not extend to Confidential Information which:

- (a) the party can demonstrate was in its rightful possession prior to provision by or on behalf of the other Party;
- (b) is or becomes public knowledge other than by breach of confidence; or
- (c) the Party can demonstrate was received by it without any obligation of confidence from a third party entitled to disclose it.

4.8 The duty of confidentiality shall terminate 3 (three) years after completion of this document.

#### Privacy

4.9 Each party shall comply with its obligations under all applicable data protection and privacy legislation and regulations in relation to Personal Information it accesses in connection with this Document.

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- 4.10 Each party acknowledges that the transfer of Personal Information across territorial borders may be subject to additional controls and measures (which may include a prohibition on transfer without consent), and will comply with those controls and measures.
- 4.11 Each party agrees, in relation to Personal Information it accesses in connection with this Document, to:
- access, use and disclose Personal Information solely for the purposes of this Document;
  - keep the Personal Information secure and prevent unauthorised access, use, disclosure and modification; and
  - comply with the first party's reasonable instructions in relation to the Personal Information;
  - within two business days of discovery, report to the other party any use or disclosure of the Personal Information not authorised by this agreement.
- 4.12 If an individual's consent is required to permit a proposed access, use or disclosure of Personal Information, the parties will reasonably cooperate to seek the necessary consent prior to such access, use or disclosure.

### Freedom of information

- 4.13 Each party shall provide reasonable assistance and co-operation to the other party should a freedom of information, right to information or similar request be made on the other party. UQ acknowledges that SUNY Stony Brook is subject to the New York State Freedom of Information Law and shall, to the extent legally permissible, assert the trade secret exemption for UQ's confidential information, it being understood that an asserted exemption is subject to appeal and/or other judicial review.

### Notices

- 4.14 Any notice to be given by one party to the other must be signed by the party giving the notice and hand delivered, sent by prepaid post, facsimile or electronic mail to the other Responsible Officer.

- 4.15 The Host Party will notify the Home Party if it becomes aware of, or considers on reasonable grounds, that a Home Party's student's conduct is inappropriate.
- 4.16 Each party shall provide (and keep updated) the other with details of their Responsible Officer's work address, telephone, facsimile and electronic mail address.

### Section 5:- Risk Management Quality Assurance

- 5.1 Each party warrants that its courses and programs satisfy the requirements of its applicable academic quality assurance body, for example in the case of UQ, the Tertiary Education Quality Standards Agency ('TEQSA') in Australia.
- 5.2 Each Party will provide orientation for incoming students and perform its responsibilities with reasonable skill and care and in accordance with all applicable laws, rules and regulations, including, in the case of UQ, the *Education Services for Overseas Students Act 2000* (Cth) and National Code (Australia).
- 5.3 Each party will have and maintain at all times during the Term reasonable work health and safety policies and procedures. Each party will provide a copy of its WH&S policies and procedures on reasonable request and will meet with the other party during the Term upon request, to discuss the health and safety of its own staff and students.
- 5.4 Each party shall exercise the skill, care and diligence reasonably expected of a person performing similar activities, when performing this Document.
- 5.5 Each party shall be responsible for the payment of all salaries, travel and living expenses, allowances, and benefits payable to its own Personnel, and for discharging all legal obligations in relation to its own Personnel (including tax deductions and superannuation). Each party indemnifies the other party in relation to any claim against the other party for such payments, or in

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relation to non-performance of such obligations.

### Insurance

- 5.6 Each party shall hold and will maintain workers compensation insurance as required under its relevant labour laws.
- 5.7 UQ shall hold and will maintain public liability protection (min AUD\$20,000,000) which shall provide it with cover against any claim by a student, as well as students with cover where a claim is made against a student as an individual.
- 5.8 UQ shall hold and will maintain professional indemnity insurance (min AUD\$10,000,000 + one reinstatement) which shall provide it with cover against any claim by a student, as well as students with cover where a claim is made against a student as an individual.
- 5.9 The General liability exposure of the State of New York as well as those of the State Agencies are self-restrained. Suits for bodily injury and property damage are brought in the New York State Court of Claims which is supported by a multi-million dollar annual appropriation.

### Critical Incidents

- 5.10 In the event of a serious incident involving a student, the Host Party will immediately notify the Home Party on:-

FOR UQ: Academic Registrar Telephone: +61 7 3365 2224 or if no response, UQ Security, Telephone: +61 7 3365 3333.

FOR SUNY Stony Brook: International Academic Programs Telephone: +1 631 631 7030 or if no response, SBU Police: +1 631 632 6350.

### Warranties

- 5.11 Each party represents and warrants that:
- on the Commencement Date it is, and during the Term it will remain, authorised to operate under the law of its jurisdiction;
  - during the Term it shall maintain a good standing with applicable accrediting bodies;

- on the Commencement Date it is, and during the Term it will remain, in compliance with applicable laws, regulations, policies and standards of all relevant jurisdictions;
- on the Commencement Date it is, and during the Term it will remain, compliant with applicable anti-corruption laws; and
- it will not, and shall use its best effort to ensure that its personnel do not, engage with any persons, companies or other entities subject to applicable international or other sanction lists.

- 5.12 Each party represents and warrants that:

- on the Commencement Date, to the best of its knowledge, no conflict of interest (including a perceived conflict of interest) exists or is likely to arise in its performance of this document; and
- if during the Term, a conflict or potential conflict of interest arises, it will immediately notify the other party in writing of that conflict or potential conflict of interest and take all reasonable steps to remove or minimise the consequences of the conflict of interest.
- immediately notify the other party in writing of that conflict or potential conflict of interest and take all reasonable steps to remove or minimise the consequences of the conflict of interest.

### Section 6:- Disputes

Except where urgent interlocutory orders are sought, neither party will commence court proceedings regarding any dispute, controversy or difference in relation to this document (including as to its interpretation and implementation) unless the parties have first attempted to resolve the matter amicably by mutual consultation between the parties based on the principles of cooperation, equality and sincerity.

### Section 7:- Relationship

- 7.1 The Parties intend to be legally bound by the terms of this Document and unless expressly stated otherwise, shall undertake any activity on the terms set out in this Document.

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- 7.2 This document does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the parties.
- 7.3 Neither party is authorised to enter into or commit the other party to any agreements, and shall not represent itself as an agent or legal representative of the other party.
- 7.4 This Document will be effective upon the Commencement Date and shall expire on the first to occur of:
- (a) the end date in the Details;
  - (b) termination as permitted below.
- 7.5 The parties may agree to terminate this document at any time in advance of their normal expiration.
- 7.6 The parties agree that termination under this clause will take effect at the end of a six month transition period (or other date agreed) to enable any affected students or staff to be transitioned.
- 7.7 Should a party fundamentally breach this Document, the other party may elect to terminate this document with immediate effect by providing the breaching party with notice in writing.
- 7.8 The parties shall immediately cease to use in any manner whatsoever such marketing or publicity materials, logos, trademarks or other intellectual property rights of the other party upon termination or expiry of this Agreement for any reason.
- any of its rights or obligations under this document without the prior written consent of the other party, not to be unreasonably withheld, delayed or conditioned.
- 8.4 **Export and import Trade Controls:** The parties acknowledge that activities conducted under this Agreement (transfer of goods or technology) may be subject to trade controls and restrictions. The parties acknowledge that regulatory licences and permits may be required. Any such licence or permit shall be sought by the local party. Should a licence or permit not be granted by the regulatory authority, the parties acknowledge that they may be prevented from conducting such proposed activity.
- 8.5 **Force majeure:** Neither party will be in breach of this document to the extent it is prevented or delayed in performing any obligation due to a force majeure event. If a force majeure event occurs and its effect continues for at least one month, the party not affected by the force majeure event may terminate this document by written notice to the affected party.
- 8.6 **Variations:** No variation or modification of the terms of this document shall be valid unless they are provided in writing and signed by authorised officers of the respective parties.
- 8.7 **Waiver:** A waiver of any right or remedy under this document is only effective if given in writing, and, shall not be deemed as a waiver of any subsequent breach or default.
- 8.8 **Successors:** This document binds the parties' respective heirs, successors, legal personal representatives and assigns.

### Section 8:- General terms and conditions

- 8.1 **Counterparts:** This document may be executed in any number of counterparts.
- 8.2 **Anti-discrimination:** Each party shall comply with and observe the principles of anti-discrimination (i.e. to act without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status or disability or any other basis protected by law).
- 8.3 **Assignment:** Neither party shall assign, transfer change or sub-contract or deal with

### Section 9:- Definitions

These meanings, and the meanings given in the Details, apply unless the contrary intention appears:

**Confidential Information** includes all non-public unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information, disclosed by or on behalf of a party in

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connection with this document and marked as "Confidential".

**Data** means all data or information relating to a party or its operations, facilities, students, customers, clients, staff, assets and programs in whatever form that information may exist, and wherever located or generated, including a party's Confidential Information.

**Details** means the section in this document headed "Details".

**Document** means the agreement between the parties as set out in this Student Mobility Agreement.

**Force majeure event** includes an act of God, national emergency, war, industry-wide labour dispute or any other cause beyond that party's reasonable control.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity anywhere in the world, and including copyright, discoveries, inventions, patent rights, trade marks, design rights,

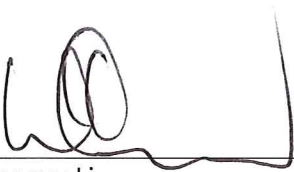
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**Personal Information** includes "Personal Information" as defined in the *Information Privacy Act 2009* (Qld), information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual (including an identified student, customer or client of a party), and any other information protected by applicable privacy or data protection laws.

**Personnel** of a party includes officers, employees, contractors, agents and sub-contractors of that party.

### SIGNED FOR AND ON BEHALF OF:

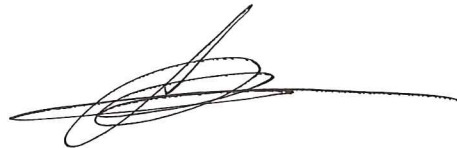
#### THE UNIVERSITY OF QUEENSLAND



Mr Rongyu Li  
Vice-President (External Engagement)

Date: 3/6/2019

#### STONY BROOK UNIVERSITY



Dr. Jun Liu  
Vice President/Vice Provost for Global Affairs

Date: 5/20/2019