

**MEMORANDUM OF UNDERSTANDING
STUDENT EXCHANGE AGREEMENT**

**BETWEEN
STATE UNIVERSITY OF NEW YORK AT STONY BROOK
AND
THE UNIVERSITY OF AUCKLAND**

The State University of New York at Stony Brook and The University of Auckland conclude this agreement to promote student exchange between the two institutions based upon the Memorandum for Academic Cooperation between The State University of New York at Stony Brook and The University of Auckland.

1. Duration of Stay

The duration of stay for exchange students at the host institution shall normally be for up to a period of one academic term/semester subject to the agreement of the host institution.

2. Numbers of Exchange Students

Each institution may accept under this programme not more than two full time students (i.e. four semester places) each year. The institutions undertake to balance the numbers of students from each institution over the term of the Agreement. With the agreement of the host institution the number of student exchanges in a particular year may exceed two full time students where such a number will assist to "balance" the numbers of exchange students.

3. Status of Exchange Students

Each institution shall normally accept incoming exchange students as non-regular students (i.e. students who do not aim at obtaining a degree or other formal qualification from the host university.)

4. Acceptance Procedures

The students participating in the exchange programme under the terms of this Agreement shall be selected initially by the home institutions, and the host institution shall make the final admission decisions in each case.

5. Study Programme

Each exchange student shall determine the study programme at the host institution in consultation with academic advisors of both the home and host institutions. Depending on the study programme, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institution. Exchange students will normally be permitted to enter programmes unless these programmes are subject to limited enrolments.

6. Academic Record and Accreditation

The host institution shall evaluate the academic performance of each exchange student according to its rules and shall send the home institution the academic record/transcript of each exchange student. The home institution may give credit to each student according to its regulations.

7. Tuition and Other Fees

Provided they have paid the appropriate fees to their home institution, exchange students shall not be required to pay examination fees, matriculation fees or tuition fees to their host institution. Exchange students shall, however, be responsible for the cost of textbooks, field trips (if any) and other optional course charges.

8. Government Requirements

Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their families and dependents. Each institution agrees that the laws of the host country will apply in relation to any matter concerning:

- a) The parties' respective obligation in connection with a programme negotiated with the Host institution under this agreement
- b) Provision of educational services to students by the Host institution, and
- c) Privacy or protection of personal information of the student enrolled with the Host institution.

Exchange students shall ensure that they keep their host institution fully informed of their movements and their contact details during the period of their exchange. The host institution will act as the point of contact with the student.

9. Financial Responsibility

Exchange students shall take out comprehensive health insurance which is approved by the host institution. Exchange students shall be responsible for their own expenses, including travel expenses, food, accommodation costs, and health care fees. The host institution will assist the exchange student to find initial accommodation wherever necessary.

10. Commencement and Duration of the Agreement

This agreement shall enter into force on the date of its signing by both institutions and its approval by Government or other agencies in each country. The agreement shall remain in force for a term of five years.

Either institution may, by giving six months written notice to the other institution, terminate the Agreement if, in the opinion of the institution, this Agreement is not achieving the objectives of the Memorandum for Academic Cooperation. In the absence of such an early termination, the renewal of this Agreement for a term of five years may be agreed by the two institutions in writing prior to the natural termination of this Agreement.

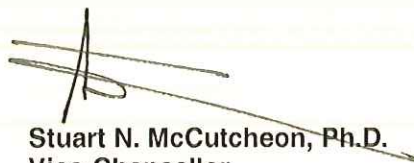
Thereafter, subject to reviews by each institution which confirms the Student Exchange Agreement is achieving the objectives set out in this Agreement and the Memorandum for Academic Cooperation signed by both institutions, this Agreement shall be automatically renewed for further terms of five years, unless a government agency will not approve the renewal.

In the event that either party terminates the Agreement, the host institution shall honour the terms of the Agreement for students whose exchange has been approved prior to termination, as if the Agreement remained in force for the period of exchange.

The terms of this Agreement may be revised or modified at any time through joint review and recommendation by both institutions. No revision or modification shall come into effect until such time as both institutions have signed a letter agreeing to the revision or modification.

On behalf of The State University of
New York at Stony Brook

On behalf of The University of Auckland



Shirley Strum Kenny, Ph.D.
President

Stuart N. McCutcheon, Ph.D.
Vice-Chancellor

Date: 5/30/08

Date: 25 June 2008