

# Student Exchange and Study Abroad Agreement

## Parties

Bond University	Stony Brook University
ABN 88 010 694 121 CRICOS Provider Code 00017B	

## Key Details

<b>Commencement Date</b>	The date on which the last party signs this agreement	
<b>End Date</b>	Five years after the Commencement Date	
	<b>Bond University</b>	<b>Stony Brook University</b>
<b>Notices</b>		
Position	Manager, Institutional Partnerships Office of Future Students	Assistant Dean International Academic Programs
Address	14 University Drive Robina, Gold Coast Queensland, Australia	100 Nicolls Rd Stony Brook, NY 11794 USA
Email	<a href="mailto:agreements@bond.edu.au">agreements@bond.edu.au</a>	<a href="mailto:studyabroad@stonybrook.edu">studyabroad@stonybrook.edu</a>

## 1. Background

- 1.1 Bond University is an educational institution operating in the City of Gold Coast, Queensland, Australia. It recognises the educational and cultural benefits which can be achieved through mobility of students, the parties wish to renew this Agreement to facilitate the exchange and study abroad of students on a continuing basis.
- 1.2 The Agreement was last signed on 18/07/2011.

## 2. Purpose

- 2.1 The general purpose of this Agreement is to establish specific educational relations and cooperation between the two participating institutions to promote academic linkages and to enrich an understanding of the culture of the two countries concerned.
- 2.2 The purpose of each student exchange and study abroad is to enable students to enrol in subjects at the Host Institution for credit which will be applied towards their degree at their Home Institution.

### 3. Definitions

#### 3.1 In this Agreement:

- a) "Exchange Program" means a program of study that is one or two semesters, where the students from the Home Institution are able to enrol in subjects at the respective Host Institution for credit, which will be credited towards an award at the Home Institution. Students continue to pay tuition fees to the Home Institution during the period of enrolment at the Host Institution.
- b) "Exchange Student" means a student of the Home Institution who is admitted to an Exchange Program with the Host Institution.
- c) "Study Abroad Program" means a program of study, where students from the Partner Institution are able to enrol in subjects at Bond University.
- d) "Study Abroad Student" means a student of the Partner Institution who is admitted to a Study Abroad Program at Bond University as fee paying students.
- e) "Home Institution" means the university at which the Exchange or Study Abroad Student is enrolled full-time and intends to graduate.
- f) "Host Institution" means the university which has agreed to accept the Exchange or Study Abroad Student from the Home Institution.
- g) "Partner Institution" means the institution specified in Item A of Schedule A.
- h) "Personal Data" or "Personal Information" is the meaning given to it in relevant privacy or similar legislation, and includes any information related to a natural person or 'Data Subject' that can be used to directly or indirectly identify the person.

### 4. Duration of Study

The period of study will normally be for one semester. The Host Institution may agree to accept Exchange Students for two semesters only upon special consideration.

### 5. Student Numbers

Both institutions agree to exchange up to two (2) Exchange Students for the length of one semester or upon special consideration two semesters in each academic year. The number of Exchange Students from both institutions per semester or per annum should be approximately equal; minor imbalances may be adjusted where resource permits.

In the event of the number of interested students of either institutions exceeding the limits of an individual Exchange Program, those students may opt to apply under the **STUDY ABROAD** program as visiting students. Bond University currently has no quota for the number of incoming study abroad students. In this case, tuition fees apply.

For any given semester, nominations for students receiving Exchange places and Study Abroad places shall be identified clearly by the home institution to the host institution in advance.

## **6. Exchange Balance**

- 6.1 The Home Institution may send Exchange Students to the Host Institution annually pursuant to this Agreement. Although the exact numbers may vary from year to year, it is expected that the overall number of Exchange Students from each party, calculated in semester places, will balance over the duration of this agreement.
- 6.2 In the case of an imbalance of three Exchange Students or more, the Host Institution may use its discretion to accept fewer Exchange Students in the following year until the balance is restored.
- 6.3 The institutions shall negotiate the number of exchange places available for the upcoming academic year in advance of selecting Exchange Students.

## **7. Responsibilities of Participating Institutions**

- 7.1 Both institutions shall undertake all reasonable measures to give maximum effect to the Exchange and Study Abroad Program.
- 7.2 Host institution agrees to accept and enrol students as full time, “non-award” students for the duration of their semester abroad.
- 7.3 The Host Institution reserves the right to exclude the student from restricted enrolment courses/programs.
- 7.4 The Host Institution shall provide each student with the same academic resources and support services that are available to all students at the host institution.
- 7.5 The Host Institution will provide Exchange and Study Abroad Students with:
  - a) assistance with visa documentation and purchase of compulsory health insurance (if required).
  - b) information and assistance about on-campus or alternatively, off campus accommodation, within reasonable distance from the campus. Exchange Students will also be made aware that they are responsible for all costs associated with accommodation.
  - c) an orientation program; and
  - d) a copy of the official academic transcript issued by the Host Institution to be issued at the conclusion of the Exchange or Study Abroad Program.
- 7.6 At Bond University, the academic transcript will be provided to the student via a secure, online credentials platform, My eQuals.
- 7.7 The Home Institution will have responsibility for all matters concerning credit for subjects taken as part of the Exchange and Study Abroad Program.
- 7.8 Students will be subject to the same academic requirements and rules of conduct as all students at the Host Institution. Any breach of these rules will be dealt with in accordance with the Host Institution’s disciplinary policy.

## **8. Selection and Enrolment of Students**

- 8.1 The parties agree that only students of high academic quality will be selected to participate in the Exchange or Study Abroad Program. The Home Institution will screen applications from its student body for the program. Students are eligible to participate if they:
- a) are enrolled at their Home and Host Institution for the full period of the semester abroad.
  - b) have an enrolment proposal, approved by their Home Institution and Host Institution, and are deemed academically qualified to successfully complete the nominated subjects at the Host Institution. Each institution will inform the relevant International Office of subject availability, including enrolment limitations and conditions.
  - c) have obtained agreement from their Home Institution that upon successful completion of the subjects at the Host Institution, full credit will be granted towards the degree at their Home Institution; and
  - d) have satisfied any language proficiency and other academic requirements of the Host Institution for admission of international students to an Exchange or Study Abroad Program.
- 8.2 The Host Institution reserves the right for final approval of the admission of a student and will, where appropriate, establish language proficiency standards.
- 8.3 At Bond University, English Language entry requirements are located at:  
<https://bond.edu.au/entry-to-bond/entry-requirements/international-entry-requirements/english-language-requirements>
- 8.4 At Bond University, students who have not obtained the requisite English language proficiency may be eligible to enrol in programs offered by Bond University College. Once the students meet the required level of English proficiency, they can progress to an Exchange or Study Abroad Program. Students are required to pay relevant fees for the English language training program.

## **9. Responsibility of Students**

- 9.1 It is the responsibility of each student to obtain official approval from the Home Institution for subjects taken at the Host Institution.
- 9.2 It is the responsibility of the student to ensure they obtain a copy of their official academic results covering the subjects taken during the period of the semester abroad.
- 9.3 It is the responsibility of the student to share a copy of the academic transcript with the Home Institution.
- 9.4 It is the responsibility of the student to obtain the required travel and immigration documents and visa, and purchase health insurance in the country of the Host Institution..
- 9.5 A student entering Australia as a Student Visa holder must purchase Overseas Student Health Cover (OSHC) to cover the length of their student visa in Australia as required by the Australian government.

## **10. Financial Responsibilities of Exchange and Study Abroad Students**

- 10.1 Students participating in the Exchange program are exempt from paying tuition fees at the Host Institution. Nevertheless, students are subject to other University Fees and costs associated with the Exchange program at the Host Institute.
- 10.2 Students participating in the Study Abroad program are required to pay Host Institute tuition fees and additional fees associated with the Study Abroad program at the Host Institute.
- 10.3 Exchange and Study Abroad Students will be financially responsible for:
- a) Student Amenities and Activity Fee (SSAF).
  - b) Travel to and from the Host Institution as well as other incidental travel costs.
  - c) Textbooks, stationery, course material, etc.
  - d) Personal expenses.
  - e) Travel documentation, visas, etc.
  - f) Accommodation and living expenses.
  - g) Fees other than tuition in accordance with Schedule A item E.
  - h) Health coverage relevant to the Host Institution.
- 10.4 Each institution will ensure a medical insurance plan is available. The cost of the insurance will be paid by the Exchange Student.

## **11. Exchange and Study Abroad Administrators**

- 11.1 Each party will have a designated Administrator under this Agreement. The nominated Administrator is set out in Schedule A.
- 11.2 Each party may change the Administrator by written notice to the other party and update the other party with that person's contact details.
- 11.3 The Administrator is responsible for:
- a) Coordinating and administering the Exchange or Study Abroad Program.
  - b) Communicating and advising the other party on the details of the relevant Schedule items.
  - c) Monitoring incoming and outgoing student exchange numbers and study abroad student numbers.
  - d) Supporting students at the Host Institution.
  - e) Updating the other party on any changes in semester date, fees and other relevant information.

## **12. Legal obligations**

- 12.1 Each party will, in performing its obligations under this Agreement, comply with all applicable laws and regulations.
- 12.2 Each party will provide reasonable assistance to the participating staff and students in circumstances where an emergency situation arises in the location of the Exchange and Study Abroad Program, including but not limited to, a natural disaster, civil or political unrest, or an act of terrorism.
- 12.3 Neither the Home Institution nor the Host Institution shall be liable for acts of the other, nor shall they be liable for the acts of Exchange or Study Abroad Students under any circumstances.
- 12.4 Neither party may assign, subcontract or otherwise transfer its rights and obligations under this Agreement.

### **13. Compliance with the Australian Legislation for Overseas Students Act 2000**

- 13.1 The Partner Institution acknowledges that Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which Bond University and its representatives and partner institutions have to comply. These are known as the Education Services for Overseas Students Act (ESOS Act 2000) requirements and include obligations under the National Code of Practice, which is made under and forms part of the ESOS Act 2000.  
<https://www.legislation.gov.au/Details/C2022C00066>
- 13.2 The Partner Institution has been made aware of the requirements of this Act and the National Code of Practice by Bond University and agrees to comply with these requirements.
- 13.3 The Partner Institution agrees to refer students to the Bond University website ([www.bond.edu.au](http://www.bond.edu.au)) for further information and to include the CRICOS provider Number 00017B when identifying Bond University in any internal publications.

### **14. Confidentiality and Privacy**

- 14.1 Each party must ensure that Confidential Information belonging to the other party is kept confidential and is not used or disclosed to any person or for any purpose except when:
- a) disclosure is needed for the performance of this Agreement.
  - b) the other party consents under mutually agreeable terms.
  - c) disclosure is made to an adviser of the party under a professional relationship that is governed by an obligation of confidence; or
  - d) it is required by law to be communicated to a person who is authorised by law to receive that information.
- 14.2 Each party must:
- a) immediately notify the other party if it becomes aware of any breach of this clause.
  - b) immediately notify the other party if it is required to disclose Confidential Information under any law.
  - c) upon receiving a request from the disclosing party (either during the term of this Agreement or upon its earlier termination or expiry) deliver or destroy all documents or files in its possession or control which contain Confidential Information in accordance with the disclosing party's instructions.
- 14.3 Each party will ensure that its employees, officers and agents comply with all privacy legislation by which the party is bound which concerns the collection, security, access, data, quality, use and disclosure of Personal Information.
- 14.4 Without limiting clause 12.3, each party must, with respect to any Personal Information it receives from the other party:
- a) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse.
  - b) not use the Personal Information other than for the purposes directly related to this Agreement.
  - c) not disclose the Personal Information without the prior written consent of the other party or the individual to whom the Personal Information relates.
  - d) ensure that any officer; employee; agent or contractor of the party who is required to deal with the Personal Information for the purposes of this Agreement is made aware of, and complies with, the obligations of the party under clause 12.3 and 12.4, and;

- e) immediately notify the other party if the part becomes aware of any unlawful use or disclosure of the Personal Information in their possession or control.

14.5 The operation of this clause 14 survives the expiration or earlier termination of this Agreement.

## **15. Privacy Law Compliance**

15.1 Both parties acknowledge that Bond University must comply with the *Privacy Act 1988* (Cth) and all other relevant Australian laws relating to privacy and protection of personal information of individuals.

## **16. Promotion and Marketing**

16.1 Both parties agree to market this Agreement; specifically, each party will promote this Agreement to their enrolled students.

16.2 Each party recognises and acknowledges that the other is the sole owner of its name, logo, marketing collateral and trademarks (collectively, "Marks") and has the right of exclusive use and control. Each party grants a royalty free, non-exclusive license to the other to use the Marks for the purposes of this Agreement.

16.3 At the expiry or cessation date of this Agreement, all "Marks" of the other shall be either returned, or removed from public circulation if in electronic form such as logos on a website. The license granted automatically terminates when this Agreement expires.

## **17. Dispute Resolution**

17.1 Where a problem or dispute arises between the parties, they will first seek to resolve that dispute between themselves and will use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations.

17.2 All expenses incurred in appointing the elected third party shall be shared equally by the parties.

17.3 In the event that the parties have not resolved the dispute within 20 business days of receiving the recommendations of the of the elected third party, the parties acknowledge and agree either party may institute legal proceedings.

## **18. Modification, Evaluation, Extension and Termination**

18.1 This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is no longer valid.

18.2 This Agreement shall become effective on the date on which the last party signs this agreement for a period of five years. The Agreement may be amended by the written consent of the parties.

18.3 The Agreement may be terminated at any time by either party with a minimum of 6 months written notice. Any Exchange or Study Abroad Program in place at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise mutually agreed.

18.4 Both parties will review the activities and balance of the Exchange Student numbers 6 months prior to the agreement end date as outlined in Key Details. The Agreement may be extended for another five-year term with the written consent of the parties.

**Signed on behalf of:**

**Stony Brook University:**

*Lindsi Walker*

---

Lindsi Walker  
Interim Vice Provost for Global Affairs

Date: October 26, 2023

**Bond University:**

*Michael Dean*

---

Michael Dean  
Company Secretary

Date: 27 October 2023

## SCHEDULE A

### ITEM A – PARTNER INSTITUTION

**Stony Brook University**

### ITEM B – STUDENT EXCHANGE AND STUDY ABROAD ADMINISTRATORS FOR THIS AGREEMENT

Bond University  Study Abroad and Exchange Manager Office of Future Students Bond University 14 University Drive Robina, QLD 4226 AUSTRALIA Telephone: +61 7 5595 5591 Email: <a href="mailto:exchange@bond.edu.au">exchange@bond.edu.au</a>	Stony Brook University  Study Abroad Advisor International Academic Programs Stony Brook University 100 Nicolls Rd Stony Brook, NY 11794 USA Telephone: +1 631-632-7030 Email: <a href="mailto:studyabroad@stonybrook.edu">studyabroad@stonybrook.edu</a>
---	--

### ITEM C – EXCHANGE BALANCE

One (1) for two semesters or two (2) students for one semester each per academic year.

### ITEM E – FEES

Study Abroad Students coming to Bond University must pay the published tuition fees set by Bond University. This fee is reviewed annually and covers tuition for a normal Bond University full-time academic load <https://bond.edu.au/study/study-abroad-and-exchange-opportunities/studying-abroad-at-bond/financing-your-semester>

Exchange students coming to Stony Brook University are exempt from tuition fees, but both Exchange and Study Abroad Students are required to pay the university fees as outlined on the official Stony Brook University website: <https://www.stonybrook.edu/bursar/tuition>.