

# Student Exchange Agreement

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## Parties

### Deakin University

ABN 56 721 584 203  
of 1 Gheringhap Street, Geelong, Victoria, 3220  
(Deakin)

### Stony Brook University

100 Nichols Road  
Melville Library Room E-1340  
Stony Brook, NY 11797-3397

## Background

- A. The parties recognise the value of international cooperation and wish to enter into this Agreement with the aim of enhancing the educational experience of their Students.
- B. The Parties agree for their Students to take part in a student exchange program in accordance with the terms set out under this Agreement.

## Agreement

### 1. Definitions and Interpretation

#### Definitions

- 1.1 In this Agreement:

**Agreement** means the Student Exchange Agreement between the Parties.

**Force Majeure Event** means any cause beyond the reasonable control of a party that prevents that party from carrying out its obligations under this Agreement, including events arising from an act of God, act of war, act of terrorism, act of civil war or riot, fire, flood, natural disaster, industrial action, or epidemic or act of Government.

**Home Institution** means a party that sends its students to the other party for student exchange under this Agreement.

**Host Institution** means a party that hosts students sent on exchange from the other party under this Agreement.

**Personal Information** means information or opinion (including information or an opinion forming part of a database), in any form and whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

**Schedule** means the schedule of key details attached to this Agreement.

#### Interpretation

- 1.2 In this Agreement, unless the context requires otherwise, a reference to:
  - (a) a clause or schedule, is a reference to a clause of or schedule to this Agreement;
  - (b) 'this Agreement' includes any schedules and attachments to this Agreement;

- (c) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
  - (d) a person, includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (e) 'dollars' or '\$' is a reference to Australian dollars unless otherwise noted;
  - (f) a business day means a day other than a Saturday or Sunday on which banks are open for business in the jurisdiction in which the recipient of a Notice or the party required to perform an obligation or exercise a right is located and if the day on which a thing is to be done under this Agreement is not a business day, it must be done on the next business day;
  - (g) any law or legislation includes any statutory modification or amendment of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
  - (h) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
  - (i) the word 'include' or 'including' is to be interpreted without limitation;
  - (j) the singular includes the plural and the plural includes the singular; and
  - (k) a gender includes all genders.
- 1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.
- 1.4 Headings are for reference only and do not affect the meaning of this Agreement.
- 1.5 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.
- 2. Student Exchange Program**
- 2.1 Student exchanges under this Agreement will be administered by liaison between the parties' representatives set out in the Schedule.
- 2.2 Students may be exchanged between the faculties/schools of the parties listed in the Schedule.
- 2.3 To be eligible to take part in a student exchange students must:
- (a) be genuine in their intent to study at the Host Institution;
  - (b) apply to and be nominated by their Home Institution;
  - (c) meet the admission requirements for the Host Institution set out in the Schedule;
  - (d) be required to enrol in subjects/units that meet the load requirements of the Host Institution as set out in the Schedule.
- 2.4 The Home Institution will forward all applications and supporting documentation of students that it nominates for student exchange to the Host Institution.
- 2.5 The Host Institution retains the right to accept or reject a student based on its admission and selection requirements.

- 2.6 The parties will liaise to determine the number of student exchanges to occur each year under this Agreement and will use their best efforts to achieve equality in the number of student exchange places provided by each party, with a variance of no more than four over a three-year period.
- 2.7 Subject to clause 2.8, for the purpose of this Agreement each student exchange place is equal to one student attending the Host Institution for a full semester or trimester in any given academic year. Each party's academic year details are set out in the Schedule.
- 2.8 Where necessary, a party may provide short-term exchange programs as set out in the Schedule to support the exchange balances required under clause 2.6.

### **3. Status of Exchange Students**

- 3.1 All exchange students will remain enrolled at their Home Institution and will be enrolled at the Host Institution as non-award students.
- 3.2 Exchange students will pay normal fees at their Home Institution unless exempted. The Host Institution will waive tuition fees for exchange students; however, where SBU is the Host Institution, exchange students will still be responsible for its university fees. Some examples of university fees this refers to are transportation, technology, fitness facilities. The tuition for exchange students is waived.
- 3.3 Credit towards the student's course for studies undertaken at the Host Institution is to be awarded by the Home Institution.

### **4. Responsibilities of Home Institution**

The Home Institution will:

- (a) provide advice and assistance to students contemplating taking part in a student exchange with the Host Institution using information provided or approved by the Host Institution;
- (b) where Deakin is the Host Institution, name 'Deakin University CRICOS number 00113B' in all publications (written or electronic) about the student exchange opportunity at Deakin;
- (c) recruit and nominate students to be exchanged;
- (d) process all completed applications in an efficient and timely manner;
- (e) ensure that information provided to the Host Institution includes information about the student necessary for the Host Institution to provide a safe, suitable and appropriate student exchange, including information about any special needs the student may have;
- (f) cooperate with the Host Institution in the management of any serious incident or issue impacting a student exchange, including by the provision of information; and
- (g) ensure that students are aware of each of the matters in clause 6.

### **5. Responsibilities of Host Institution**

The Host Institution will:

- (a) provide the Home Institution with all relevant and accurate information regarding student exchange at the Host Institution including material relating to:
  - (i) the campus;

- (ii) course details;
  - (iii) accommodation options;
  - (iv) the local environment;
  - (v) health insurance requirements; and
  - (vi) visa requirements.
- (b) provide the Home Institution with promotional information or material such as posters and videos to enable the Home Institution to promote student exchange at the Host Institution;
  - (c) process all completed applications received from the Home Institution in an efficient and timely manner;
  - (d) where applicable, provide the necessary documentation to enable exchange students to obtain student visas;
  - (e) ensure that adequate arrangements are made for the reception and orientation of exchange students;
  - (f) ensure that students are provided with copies of or access to all relevant legislation, policies and procedures of the Host Institution;
  - (g) assist in the arrangement of accommodation for exchange students;
  - (h) send or provide digital access to official transcripts of results for each exchange student as set out in the Schedule;
  - (i) provide information to the Home Institution in a timely manner about any serious incident or issue concerning a student on a student exchange; and
  - (j) cooperate with the Home Institution in the management of any serious incident or issue impacting a student exchange, including by the provision of information.

## 6. Student Responsibilities

- 6.1 Students on exchange will be required to abide by the legislation, policies and procedures of the Host Institution and the Home Institution.
- 6.2 Students on exchange must abide by the conditions of their visa.
- 6.3 Students on exchange will be responsible for arranging and meeting the costs of:
  - (a) passports and visas;
  - (b) transportation to and from the Host Institution;
  - (c) extra-curricular activities;
  - (d) accommodation and living;
  - (e) travel and health insurance;
  - (f) textbooks; and
  - (g) club memberships and use of specialist facilities.

- 6.4 On completion of the period of exchange at the Host Institution, exchange students must return to their Home Institution. Any extension of the period of exchange must be agreed between the student, the Host Institution and the Home Institution and the student will be responsible for obtaining any necessary visa extension or other required government or regulatory authorisation.

## 7. Prohibitions

The parties will not:

- (a) participate in false or misleading advertising or promotional practices about the other party;
- (b) use, or permit any person or entity to use the name or logo (or any variation of the name or logo) of the other party without first obtaining prior written consent;
- (c) offer to students any guarantee of admission or make any representations about the other party;
- (d) make any false or misleading comparisons with other education providers and their courses;
- (e) make any inaccurate claims of association with other education providers; or
- (f) give inaccurate information to prospective students about fees and charges payable.

## 8. Protection of Personal Information

The parties will comply with all applicable privacy legislation in the performance of this Agreement. Without limiting the scope of this clause if party is required to collect or create Personal Information in the performance of this Agreement it will:

- (a) only collect, use and disclose that Personal Information for purposes directly related to the performance of this Agreement;
- (b) have in place organisational and technical security measures to protect that Personal Information from misuse, loss, and unauthorized access, modification and disclosure;
- (c) not disclose that Personal Information to any other person except to the extent required to enable performance of this Agreement or where required by law;
- (d) keep Personal Information it holds secure and immediately notify the other party if it becomes aware of an actual, threatened or alleged breach of any obligation concerning security, use and disclosure of Personal Information (Breach);
- (e) comply with any mandatory data breach notification requirements to which it is subject;
- (f) take such action and cooperate fully with the other party to mitigate the consequences of a Breach and to investigate the Breach; in the case of Personal Information of individuals resident in jurisdictions providing data subject rights, assist the other party to comply with the exercise by the individual of those data subject rights; and
- (g) at the option of the party providing Personal Information (**Provider**) permanently deidentify or securely destroy or delete Personal Information of the Provider at the termination or expiry of this Agreement, subject to statutory recording keeping obligations; and provide to the Provider a certificate of destruction/deletion/de-identification signed by an authorised officer upon request.

## 9. Execution and Electronic Signatures

### Execution

- 9.1 This Agreement is properly executed when:
- (a) each party has executed this document, including execution by electronic signature; or
  - (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail or electronically.
- 9.2 If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.

### Electronic Signatures

- 9.3 For the purposes of this clause:

**DocuSign** means the secure electronic signature technology system operated by DocuSign, Inc. or its affiliates.

**Electronic Signature** means an electronic method of signing that identifies the signatory and their signature, including DocuSign digital signatures.

- 9.4 If this Agreement or any variation of this Agreement is signed by a party using an Electronic Signature, the parties:
- (a) agree that the Electronic Signature will have the same force and effect as an original handwritten signature; and
  - (b) consent to the use of an Electronic Signature by a party.

## 10. Miscellaneous

- 10.1 This Agreement will come into effect on the Commencement Date in the Schedule and will continue until the Expiry Date in the Schedule unless it is terminated earlier by either Party in accordance with clause 10.3.
- 10.2 Any amendment to this Agreement must be agreed in writing and signed by the Parties.
- 10.3 Either Party may terminate this Agreement:
- (a) at any time by giving the other Party not less than 6 months' written notice of termination;
  - (b) immediately if the other Party is in breach of any term of this Agreement and fails to remedy the breach within 30 days of being requested in writing to do so; or
  - (c) immediately if the Parties cannot agree on amendments required for a Party to meet any new or amended legal or regulatory obligations.
- 10.4 Students studying at a Host Institution at the date of termination of this Agreement will be permitted to complete the studies for which they are enrolled, and the obligations of a party in respect of such students as specified in this Agreement will continue until the student exchange is completed.
- 10.5 A party is not liable for any failure to perform an obligation under this Agreement to the extent that the failure is due to a Force Majeure Event, provided the party relying on this clause takes prompt and reasonable steps to overcome those causes.

- 10.6 If there is any inconsistency between the Agreement and the Schedule, the Schedule will prevail.
- 10.7 If the Parties have agreed to sign an English version and a foreign language version of this Agreement and there is an inconsistency between the versions the English language version will prevail.
- 10.8 This Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior agreements between the Parties in relation to that subject matter.

## Execution and Date

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Executed as an agreement.

Date:

**Signed** for and on behalf of **Deakin University**  
by its duly authorised officer in the presence of:



Signature of authorised officer

John Molony

Signature of witness

Name of authorised officer (please print)

Pro Vice-Chancellor  
and Vice President (International)

Name of witness (please print)

Office held

Date: 17 March 2026

**Signed** for and on behalf of **Stony Brook University**  
by its duly authorised officer:



Signature of authorised officer

Lindsy Walker

Name of authorised officer (please print)

Senior Associate Provost for Global Affairs

Office held

Date:

**Exchange Partner**

Name	State University of New York, Stony Brook
Address	Stony Brook, New York 11794, USA

**Term**

Commencement Date	Upon the date of the last authorised signatory
Expiry Date	Five years from the date of the last authorised signatory

**Representative's Details**

State University of New York, Stony Brook	Mariam Isack Assistant Dean, International Academic Programs Stony Brook University E-1340 Melville Library Stony Brook, NY 11794-3397 Email: <a href="mailto:studyabroad@stonybrook.edu">studyabroad@stonybrook.edu</a>
Deakin	Diana Gonzalez Manager, Deakin Global Learning Deakin Abroad, Deakin International 221, Burwood Highway, Burwood, VIC, 3125, Australia Email: <a href="mailto:deakin-inbound-sae@deakin.edu.au">deakin-inbound-sae@deakin.edu.au</a>

**Exchange Students Accepted under this Agreement**

State University of New York, Stony Brook	Both Undergraduate and Postgraduate*  *Exchange students are eligible to take up to 6 postgraduate credits (approximately 2 courses). Students will need permission to enrol from the professor, graduate director, and graduate school.
Deakin	Both Undergraduate and Postgraduate

**Faculties and Schools**

Students may be exchanged between the following faculties/schools of the parties:

State University of New York, Stony Brook	Student may take courses in all faculties/schools <b>except</b> :  Health-sciences (HAD), School of Medicine, School of Nursing, School of Dental Medicine, and Pharmacology
Deakin	Faculty of Arts and Education Faculty of Business and Law Faculty of Health Faculty of Science, Engineering and Built Environment

**Admission Requirements**

<p>State University of New York, Stony Brook</p>	<p><b>A. General Admission Requirements</b></p> <p>Candidates for student exchange at State University of New York, Stony Brook must:</p> <ul style="list-style-type: none"> <li>• normally have completed at least semester of full-time university study at the time of entry to State University of New York, Stony Brook; and</li> <li>• have an average cumulative GPA of 2.8 out of 4.0 (or equivalent).</li> </ul> <p><b>B. Language Proficiency</b></p> <p>Candidates for the student exchange program at State University of New York, Stony Brook must satisfy the State University of New York, Stony Brook language proficiency requirements* as follows:</p> <ul style="list-style-type: none"> <li>• 80 TOEFL (internet-based)</li> <li>• 6.5 IELTS</li> <li>• 105 DUOLINGO</li> </ul> <p>*If the home university's language of instruction is English, language proficiency requirements will be waived.</p>
<p>Deakin</p>	<p><b>A. General Admission Requirements</b></p> <p>Candidates for student exchange at Deakin must:</p> <ul style="list-style-type: none"> <li>• normally have completed at least one year of full-time university study at the time of entry to Deakin;</li> <li>• be at least 18 years old; and</li> <li>• have an average cumulative GPA of 2.6 out of 4 (or equivalent) or a WAM of 60% or above or an overall B average or equivalent.</li> </ul> <p><b>B. Language Proficiency</b></p> <p>Candidates for the student exchange program at Deakin must satisfy the English Language proficiency requirements as outlined in Deakin's Admission to Higher Education Courses Procedure, available on Deakin's website.</p>

**Load Requirements**

<p>State University of New York, Stony Brook</p>	<p>To maintain their J-1 status, students must be enrolled in a minimum of 12 U.S. credits per semester, with a maximum of 17 credits. A minimum of 9 credits must be in-person, and a maximum of 3 credits can be taken online.</p> <p>Students who exchange for an academic year may enrol in a maximum of 19 credits during their second semester if they have at least a 3.0 GPA.</p>
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Deakin	Students on exchange at Deakin must enrol in subjects/units that constitute at least 75% of a normal full-time load at Deakin.
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Academic Year Details	
State University of New York, Stony Brook	State University of New York, Stony Brook's academic year runs from the end of August to the end of May of the following year and is divided into two semesters.
Deakin	Deakin's academic year runs from March in one year to February in the following year (exact dates are set out in Deakin's academic calendar which is published annually) and is divided into three trimesters. Trimester three at Deakin is not compulsory but provides an opportunity for students to undertake additional formal study. A full academic year for a student at Deakin consists of two trimesters, and, therefore, for the purposes of this Agreement each trimester at Deakin is equivalent to a semester.

Provision of Transcripts	
State University of New York, Stony Brook	<p><b>Deakin students on exchange to State University of New York, Stony Brook:</b> An official digital transcript for each Deakin exchange student will need to be requested by the participating Student via <a href="#">Parchment</a> after the semester's results release date.</p> <p>Students can access an unofficial transcript at any time via their SOLAR account.</p> <p>More information on ordering transcripts can be found here: <a href="#">Office of the Registrar</a></p>
Deakin	<p><b>State University of New York, Stony Brook students on exchange to Deakin:</b> An official digital transcript for each State University of New York, Stony Brook student exchange student will need to be requested by the participating Student from their personalised My eQuals account after the trimester's results release date. All Deakin Exchange and Study Abroad students will be invited by email to register with My eQuals as soon as the results are released. Once registered, they will have access to their official transcripts and have exclusive permission to share their digital transcript.</p> <p>If hardcopy transcripts are essential for State University of New York, Stony Brook, they can be requested by emailing us at <a href="mailto:deakin-inbound-sae@deakin.edu.au">deakin-inbound-sae@deakin.edu.au</a> towards the end of the Trimester, with the following information:</p> <ol style="list-style-type: none"> <li>Student Names and Deakin ID Number</li> <li>Recipient Name</li> <li>Institution or Agency Name</li> <li>Postal Address</li> </ol>

## Deakin Study Abroad Program

Details	<p>In addition to the exchange of students between the parties, State University of New York, Stony Brook may nominate and send students to participate in the Deakin Study Abroad program.</p> <p>All provisions of the attached Student Exchange Agreement Terms and Conditions, except <b>clause 3.2</b> which relates to the waiver of fees by the Host Institution, will apply to the enrolment of students of State University of New York, Stony Brook in the Deakin Study Abroad program. Students will be responsible for payment of the fees as set by Deakin for the Study Abroad program. Fees payable for the Study Abroad program, payment procedures and Deakin's refund policy will be available on Deakin's website.</p>
<b>Additional Information</b>	
Details	<p><b>Deakin Study Abroad Fees and Bursary (till Trimester 3, 2027)</b> Students who wish to study on campus, can enrol into either a 3-credit point or 4 credit point program per trimester.</p> <p>Students from State University of New York, Stony Brook are eligible for a 15% fee discount/bursary – which is currently valid till T3 2027.</p> <p>Fee amounts can be found here - <a href="#">Study abroad   Deakin 2024 Fees</a> -</p> <p><b>Cost of living</b> Providing an estimate is challenging as it varies based on the individual student's lifestyle, such as their choice between a studio or shared apartment, frequency of dining out, and other factors. On average, including accommodation and leisure expenses, it would amount to approximately A\$2500 per month. Please use calculator to get a better indication based on your student's needs: <a href="https://costofliving.studyaustralia.gov.au/">https://costofliving.studyaustralia.gov.au/</a></p> <p><b>Academic Information – area of study limitations</b> Student exchange and study abroad students can choose units across different disciplines. However, please note that not all courses are offered at all campuses. Study abroad and exchange students are not permitted to study the following:</p> <ul style="list-style-type: none"> <li>Optometry (units coded HMO)</li> <li>Medicine / Medical Imaging (units coded HME and HMI)</li> <li>Nursing (except VIA Denmark nursing students) and midwifery</li> <li>Units with placements</li> <li>Most units with a work-integrated learning component</li> <li>Law units without prior studies at a law school</li> </ul> <p>Please visit our academic information page for more details: <a href="https://www.deakin.edu.au/international-students/study-abroad-and-exchange/academic-information">https://www.deakin.edu.au/international-students/study-abroad-and-exchange/academic-information</a></p>