

STUDENT EXCHANGE AGREEMENT

THIS AGREEMENT is made between:

MONASH UNIVERSITY (ABN: 12 377 614 012) of Wellington Road, Clayton, Victoria 3800, Australia

(Monash)

AND

UNIVERSITY OF NAVARRA is a private, non-profit university recognized by the Ministry of Education, Culture and Sports of Spain (RUCT number 031) and having its principal address at Campus Universidad de Navarra s/n, 31009, Pamplona, Spain

(UoN)

Purpose

1. This agreement sets out the terms for the exchange of students between Monash University and University of Navarra.
2. The agreement applies to the exchange of undergraduate and postgraduate coursework students but not to students undertaking higher degrees by research.

Number of Students

3. The number of students sent by one party to the other will be agreed for each semester with a view to maintaining a balance of students exchanged, and the number of students exchanged will be recorded in semesters.

Selection of Students

4. Both Monash and UON will screen their applicants for the exchange to ensure the applicants meet the eligibility requirements advised by the host university, including academic and language requirements.
5. Nominated students must have completed successfully at least one year of continuous study at their home university before the proposed exchange.
6. By agreed dates each university will send to the other the applications for up to the number of students which has been agreed for the relevant academic period.

7. The host university reserves the right to make final judgments on the admissibility of each student nominated.
8. The students may apply to undertake up to one academic year at the host university.
9. The students may apply to enrol in any academic program offered at the host university as full-time non-award students, except for programs which the host university advises are not open to exchange students.
10. Under the terms of this agreement students will not receive academic credit towards any academic program of the host university however any academic credit earned at the host university may be recognised by the home university at the home university's discretion.
11. Upon completion of the agreed exchange period at the host university, the exchange students must return to the home university, except when an extension of stay is approved by both cooperating universities, and appropriate visas are obtained by the students.

Responsibilities of the Universities

12. Each university will accept the agreed number of the other university's admissible students and enrol them as full-time, non-award students for up to one academic year.
13. Each university will waive all tuition fees for exchange students from the other university. If permission for the waiver of tuition fees for students attending under a formal exchange agreement is changed or revoked by either party's Government this agreement may be terminated or amended.
14. Each university will advise the other university of any other fees which are payable by the exchange students.
15. Each university will provide an orientation for the exchange students.
16. Each university will provide advice on housing options to the exchange students and on any procedures to be followed.
17. Each university will provide the appropriate academic counselling and other assistance to the exchange students.
18. Each university will provide an official academic transcript of record for each exchange student studying at the host university under this agreement.
19. Each university will inform their students of their responsibilities set out in Clauses 20 -24 inclusive and will assist their students to comply with their responsibilities and obligations including, but not limited to providing relevant accurate documentation.

Responsibilities of Students on Exchange

20. Students must enrol and pay tuition and/or other required fees at their home university.
21. Students are required to obtain, at their own expense, an appropriate visa for the defined study period in the country of the host university. The host university will provide any necessary documentation to support the visa application.
22. Students must obtain health insurance appropriate for overseas students.
23. Students must abide by all rules and regulations of the host university and are subject to the normal disciplinary policies of the host university.
24. Students will be responsible for the following:

- a) accommodation;
- b) transportation to and from the host university;
- c) health insurance and medical expenses;
- d) insurances covering travel and personal liabilities incurred while not on the university campus;
- e) textbooks, clothing, food and other personal expenses;
- f) passport and visa costs;
- g) all debts incurred during the course of the exchange.

General Terms

- 25. Nothing contained in this agreement implies that an agency, partnership or joint venture between the universities has been set up, and it is understood that both UON and Monash will fulfil their obligations under this agreement as independent universities. Neither university shall have any right or authority to create any obligation or responsibility outside of this agreement in the name of, or on behalf of, the other.
- 26. It is understood by UON that Monash, when participating in student exchanges, must conform to appropriate requirements of the *Education Services for Overseas Students (ESOS) Act 2000* enacted by the Government of the Commonwealth of Australia, and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students*.
- 27. Each university will facilitate the arrangements covered by this agreement but neither will do any marketing or promotion of the other university or its courses without the prior written approval of the other university to such marketing or promotion and any materials to be used
- 28. It is understood by UON that Monash must also conform to the Privacy and Data Protection Act 2014 enacted by the State of Victoria, Australia. This Act may, in certain cases, restrict the transfer of students' personal information between parties. All personal data shall be processed in accordance with Law 3/2018 (5th December) of Spain on the protection of individuals with regard to the processing of personal data. This Law transposes the EU General Data Protection Regulation (GDPR).
- 29. UON undertakes not to engage in any act, which may result in Monash contravening an Australian Sanctions Law. For the purpose of this clause, Australian Sanctions Law means any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to laws implementing the sanctions imposed by the United Nations Security Council.
- 30. Additional information on the above mentioned legislation will be supplied by Monash on request.

Renewal, Termination and Amendment of Agreement

- 31. This agreement is effective from the date when all parties have signed it (Effective Date).
- 32. This agreement shall remain in force for a period of five (5) years from the Effective Date.
- 33. The agreement may be terminated by either party by giving at least six (6) months' notice to the other party in writing.
- 34. The agreement may be amended or extended by mutual consent in writing by the parties.

35. If this agreement were translated into another language, both texts would be authentic but the English text would prevail in the event of a dispute.
36. This Agreement may be executed in counterparts, which taken together will constitute one document. Counterparts may be exchanged by digital scan which may be relied upon by the receiving party as having the same legal force and effect as the original signed counterpart.

Signed for and on behalf of

Signed for and on behalf of

Monash University
by its authorised representative:

University of Navarra
by its authorised representative:



Signature

Signature

Professor Abid Khan

Professor Maria Pilar Lostao

Deputy Vice-Chancellor and Vice President
(Global Engagement)

Vice President for International Relations

31 January, 2019

25 JANUARY, 2019

Date

Date