



THE UNIVERSITY OF
SYDNEY



Universidad
de Navarra

Student Exchange Agreement

between

University of Navarra, Spain
and

The University of Sydney, Australia
(ABN 15 211 513 464, CRICOS Provider 00026A)

(together, the **Institutions**)

OBJECTIVE

The University of Navarra (**Navarra**) and the University of Sydney (**USYD**) agree to the establishment of a university-wide **Student Exchange Program** on the terms set out below to enhance educational and cultural exchange opportunities for students and to promote mutually beneficial academic linkages.

1 Definitions

In this Agreement:

Agreement means this Student Exchange Agreement.

Confidential Information has the meaning given in **clause 14**;

Exchange Student means a student enrolled in the Student Exchange Program at the Host Institution.

Home Institution means the institution at which the Exchange Student is enrolled in a degree program.

Host Institution means the institution at which the Exchange Student will enrol, or is enrolled, in a Student Exchange Program.

Intellectual Property means all copyright including future copyright, trademarks, designs, trade secrets and all other intellectual property as defined in the convention of 1967 establishing the World Intellectual Property Organisation.

Institutions means both the Home and Host Institutions.

OSHC means Australian Overseas Student Health Cover insurance.

Student Exchange Program means the exchange of students between the Home and Host Institutions for the delivery of education to those Exchange Students.

Unconditional Offer means a written offer of admission from the Host Institution, confirming that an Exchange applicant has met all Host Institution admission requirements.

2 Term of Agreement

- 2.1 This Agreement commences on the date it has been executed by both Institutions, and shall remain in full force for 5 years unless it is terminated at an earlier time in accordance with **clause 15**.
- 2.2 In the event the Institutions wish to renew this Agreement and the renewal has not been finalised upon expiry of this Agreement, the terms of this Agreement shall continue to apply from the time of written confirmation that both Institutions wish to renew until such time as the Institutions have signed a new agreement.

3 Student Exchange Program

- 3.1 During the term of this Agreement, up to 5 full time equivalent (**FTE**) Exchange Students will be accepted by the Institutions to participate in the Student Exchange Program on an annual basis (equivalent to 10 semester places).
- 3.2 The Institutions agree that USYD Exchange Students may access Navarra's short-term program (winter and summer program). Subject to the approval of the participating Navarra faculty, this may be managed on a 4:1 ratio, whereby:

4 USYD Exchange Students enrolled in Navarra's short-term program (4 x 0.125 FTE) = 0.5 FTE	Is equal to	1 Navarra Exchange Student enrolled full time for a semester at USYD (1 x 0.5 FTE) = 0.5 FTE
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- 3.3 The number of FTE Exchange Students in **clause 3.1** may be modified by written agreement by the Institutions. The principle of reciprocity applies to the final number of FTE Exchange Students admitted under this Agreement, so that an even reciprocity shall be achieved over the term of the Agreement.

4 Program Expenses

- 4.1 Exchange Students are exempt from paying tuition fees at the Host Institution. Exchange Students shall continue to pay normal tuition fees at their Home Institution.
- 4.2 Exchange Students will be responsible for all living, travel, insurance and ancillary costs in connection with the Student Exchange Program.
- 4.3 Students enrolling in the Student Exchange Program at USYD are required to pay for Overseas Student Health Cover (**OSHC**).

5 Eligibility and Selection

- 5.1 The Home Institution may propose undergraduate and postgraduate (coursework and research) applicants who it considers well suited to undertake a period of study abroad.
- 5.2 Applicants must meet the Host Institution's international student enrolment and admission criteria, including academic merit and language proficiency. Details of this criteria (and any additional criteria required from time to time) will be available on the Host Institution's website prior to application.
- 5.3 The Host Institution may reject any applicant who does not satisfy admissions criteria, in which case the Host Institution will provide written reasons for such rejection and the Home Institution may submit alternative applicants for consideration by the Host Institution.
- 5.4 Neither Institution will unlawfully reject an applicant on the grounds of gender, race (including colour, descent or nationality), disability, age, sexual preference or orientation, marital status, pregnancy, family or carer's responsibility, social origin, political belief or religious belief.

6 Offer

- 6.1 The Host Institution will confirm an applicant's participation in the Student Exchange Program by providing the applicant with an Unconditional Offer (with confirmation of the same sent to the Home Institution).

7 USYD Admission Procedures

- 7.1 Applicants seeking to participate in the Student Exchange Program at USYD must:

- (a) Submit an online application to USYD and provide any required supplementary admission documentation;
- (b) following receipt of USYD's Unconditional Offer, formally accept the Unconditional Offer via USYD's Sydney Student online portal. Navarra cannot accept an Unconditional Offer on an applicant's behalf;
- (c) send to USYD the appropriate payment for OSHC; and
- (d) obtain the necessary visa and associated travel documentation following receipt of USYD's electronic Confirmation of Enrolment (eCOE).

7.2 Navarra must use reasonable endeavours to assist applicants to comply with the requirements in **clause 7.1**

8 Navarra Admission Procedures

8.1 Applicants seeking to participate in the Student Exchange Program at Navarra must:

- (a) Complete Navarra's application form for the corresponding School;
- (b) Proof of Health insurance;
- (c) Obtain necessary visa and associated travel documentation;
- (d) Submit the learning agreement upon request;
- (e) Submit any required supplementary admission documentation; and
- (f) Participate in the welcoming session prior to the start of semester.

9 Enrolment

9.1 Exchange Students:

- (a) must be admitted and enrolled in full-time, non-award study;
- (b) may enrol for a maximum period of 1 year;
- (c) are responsible for academic credit arrangements with their Home Institution;
- (d) are entitled to the same rights and privileges (including library resources and student support services) as other enrolled students at the Host Institution;
- (e) must comply with and will be bound by the rules, policies and procedures of the Host Institution, and must complete all relevant assessment (including examinations) in accordance with the rules and policies of the Host Institution; and
- (f) must comply with all relevant visa conditions under the laws of the Host Institution country. The Host Institution will not be liable for deferring, suspending or cancelling an Exchange Student's enrolment due to any non-compliance with visa requirements.

9.2 Exchange Students will enrol in units of study offered by the Host Institution, subject to availability, for which they meet pre-requisite study requirements.

9.3 The Institutions reserve their rights to exclude Exchange Students from enrolling in specific units of study. The Host Institution may require pre-approval from the relevant faculty or school prior to enrolling Exchange Students in certain disciplines.

9.4 Without limiting **clause 9.3** above:

- (a) at USYD Exchange Students cannot enrol in postgraduate units of study from the Sydney Law School (with the exception of Juris Doctor units of study), or postgraduate units of study in Medicine, Pharmacy, Nursing, Physiotherapy or Veterinary Science, or any Dentistry programs.

- (b) At Navarra Exchange Students cannot enrol in any of the undergraduate units of the School of Medicine and most postgraduate units.

10 Academic Results

- 10.1 Official transcripts will be provided to each Exchange Student according to institutional protocol after the release of results at the end of the Student Exchange Program.

11 Accommodation and Care

- 11.1 The Host Institution will provide to each Exchange Student information about temporary and longer-term accommodation (on and off campus) including relevant information about location, cost, application procedures and deadlines.
- 11.2 A guaranteed accommodation option will be available at USYD if Exchange Students apply prior to the advertised deadline each semester. If Exchange Students do not secure guaranteed accommodation, they will be responsible for organising their own accommodation.
- 11.3 Exchange Students will not be charged more than the amount normally charged to onshore full-degree students for available on-campus accommodation.

12 Education Services for Overseas Students in Australia

- 12.1 USYD, as a provider of education to overseas students, is required to be registered and to comply with the *Education Services for Overseas Students Act 2000* (Cth) and its associated legislative framework (together, the **ESOS Framework**).
- 12.2 USYD is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (**CRICOS**) and USYD's CRICOS number is **00026A**.
- 12.3 Navarra agrees that it will:
- (a) not give false or misleading information or advice in relation to the Student Exchange Program offered at USYD;
 - (b) only use promotional material provided or endorsed by USYD;
 - (c) not modify any written material or documents provided by USYD to it without prior permission of USYD; and
 - (d) promptly provide any information or assistance reasonably required by USYD to enable USYD to meet its obligations or seek any approvals under the ESOS Framework.

13 Intellectual Property

- 13.1 Each Institution retains ownership of the Intellectual Property in its promotional materials (whether in hardcopy form or available online) and grants to the other Institution a non-exclusive, non-transferable, royalty free, revocable, world-wide licence to use the Intellectual Property in the promotional materials it makes available to the other Institution for the purposes of the other Institution performing its obligations under this Agreement and advertising the Student Exchange Program.
- 13.2 Each Institution agrees not to use any logo, registered or unregistered trademark, design or crest of the other Institution (**Mark**) without the prior written consent of the other Institution to the particular use.
- 13.3 Each Institution agrees not do anything or use any Mark in a way which, in the reasonable opinion of the other Institution, would damage or bring into disrepute the name, image or reputation of the other Institution.

14 Privacy and Confidential Information

- 14.1 Each Institution (**recipient**) must keep any Confidential Information disclosed to it confidential and may only use such Confidential Information for the purposes of performing its obligations under this Agreement. This obligation continues beyond the termination or expiry of this Agreement, but does not extend to disclosures:
- (a) required by law; or
 - (b) to a recipient's officers or employees:
 - i. who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and
 - ii. who, before disclosure, have been directed by the recipient to keep that Confidential Information confidential.
- 14.2 For the purpose of this Agreement, **Confidential Information** means any commercial or sensitive information or data exchanged between the Institutions pursuant to this Agreement, on or after the date of this Agreement and including:
- (a) any information or data identified by the disclosing Institution as confidential;
 - (b) personal information (as defined in section 4 of the *Privacy and Personal Information Protection Act 1998* (NSW)); and
 - (c) personal information, as defined by Regulation 2016/679 of 27 April 2016 of the European Union on General Data Protection.

But Confidential Information **does not** include information or data which is:

- (c) available in the public domain or subsequently becomes available in the public domain other than by way of a breach of this Agreement;
- (d) lawfully known to the other Institution on a non-confidential basis before being disclosed by the Institution that owned the confidential information; or
- (e) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential.

15 Termination of Agreement

- 15.1 Either Institution may terminate this Agreement at any time, and for any reason, by giving the other Institution 6 month's written notice. No compensation is payable by either Institution for termination under this **clause 15.1**.
- 15.2 Termination of this Agreement will not affect any Exchange Student who has already commenced study at the Host Institution, or received an Unconditional Offer to participate in the Student Exchange Program.
- 15.3 On termination or expiry of this Agreement, the Institutions must:
- (a) stop advertising the Student Exchange Program; and
 - (b) cease use of the promotional materials belonging to the other Institution; and comply with any reasonable directions of the other Institution as to dealing with its promotional materials.
- 15.4 On termination of this Agreement the Institutions are released from the obligations to continue to perform the Agreement except those obligations in **clauses 12, 13, 14, 15, 16 and 17** and any other obligations that, by their nature, survive termination.
- 15.5 Termination of this Agreement does not affect any accrued rights or remedies of the Institutions.

16 Disputes

- 16.1 The Institutions must without delay and in good faith attempt to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any questions regarding its existence, validity or termination (the **Dispute**).
- 16.2 The Institutions will attempt to resolve the Dispute in accordance with the following procedures:
- (a) the Institution claiming that a Dispute exists must notify the other Institution that a Dispute exists and refer the Dispute to appropriate senior officers at the Institutions for resolution (**Senior Officers**); and
 - (b) if the Senior Officers are not able to resolve the Dispute within 60 days of the date of the first notification of the Dispute to the other Institution, or such other period as the Institutions may agree in writing, the Dispute must be resolved by arbitration in accordance with **clause 16.3**, or some other dispute resolution mechanism agreed upon by the Institutions.
- 16.3 **Clauses 16.1 and 16.2** do not prejudice any Institutions' rights to apply to a court for injunctive, provisional, conservatory, or other interim or emergency relief. Any such application to a court shall not amount to a waiver of the Institution's rights under **clause 16.2(b) and 16.3** of this Agreement.

17 Indemnity

- 17.1 Each Institution indemnifies (**Indemnifying Institution**) the other Institution (**Indemnified Institution**) against all losses, costs, damages or expenses (including legal costs and expenses) directly sustained or incurred by the Indemnified Institution as a result of:
- (a) any negligent, unlawful or wilful act or omission of the Indemnifying Institution or its officers, employees or subcontractors;
 - (b) any infringement of the Intellectual Property or moral rights of a third party arising out of use by the Indemnified Institution, in accordance with this Agreement, of promotional materials provided by the Indemnifying Institution, or any Intellectual Property in such promotional materials,
 - (c) a breach of **clause 14** (Privacy and Confidential Information),
- except to the extent that any negligent, unlawful or wilful act or omission of the Indemnified Institution or the Indemnified Institution's offices, employees or subcontractors, contributed to the relevant liability.
- 17.2 Neither Institution will be liable for any indirect, incidental, special or consequential damages, including the loss of profits or revenue, incurred by Institution or any third party, whether in an action in contract or tort, even if the other Institution or any other person has been advised of the possibility of such damages, except due to losses for which the Indemnifying Institution is required to indemnify pursuant to **clause 17.1** and due to a breach of the Indemnifying Institution's obligations under **clauses 13 and 14** of this Agreement.

18. Governing Law

- 18.1 Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country in which the Institution which is the defendant is located.

19. Nature of Agreement and Amendment

19.1 Entire Agreement

This Agreement and any Schedule to it constitute a binding Agreement for both Institutions and constitutes the entire agreement between the Institutions on its subject matter and both Institutions acknowledge that in entering into this Agreement they have not relied on any representations or warranties about its subject

matter except as expressly provided by this Agreement.

19.2 No Agency

Nothing contained or implied in this Agreement establishes any Institution as an agent, representative or legal partner of the other Institution.

19.3 Amendment

This Agreement and any Schedule to it may be amended, modified, extended or renewed only with the written consent of both Institutions. Neither Institution may assign or novate its rights or obligations under this Agreement without the prior written consent of the other Institution.

19.4 No Waiver

A provision of this Agreement or a right created under it may not be waived or varied except in writing, signed by the Institutions. A failure or delay in exercise of a right arising from a breach of this Agreement does not constitute a waiver of that right.

19.5 Counterparts

This Agreement may consist of a number of counterparts (whether original or scanned copies) and the counterparts taken together form one and the same document.

19.6 Enforceability

If any part of this Agreement is or later becomes unenforceable, then:

- (a) any unenforceable terms shall be deleted from this Agreement, to the extent that they are unenforceable; and
- (b) the remaining terms of this Agreement shall continue in full force and effect.

19.7 Force Majeure

Neither Institution is liable for any breach of its obligations under this Agreement to the extent that the breach results from an event beyond the affected Institution's reasonable control. If such an event occurs and continues for more than 30 days, either Institution may terminate this Agreement with immediate effect by written notice.

19.8 Contact Persons

Contact details of the persons primarily responsible for the administration and management of the Student Exchange Program are set out in **Schedule 1** of this Agreement (as updated from time to time).

19.9 Language

The Institutions agree that this Agreement and all documents related to it must be written in English, and if directed by Navarra, in Spanish as well. In the event of dispute, the English version shall prevail.

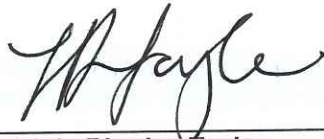
19.10 Interpretation

Unless the contrary intention appears, in this Agreement:

- (a) references to the singular includes the plural and vice versa;
- (b) a reference to an Institution includes, where appropriate, that Institution's officers, employees, suppliers or agents;
- (c) a reference to any law includes any amendment to, or replacement of, it; and
- (d) a reference to a clause or a Schedule is a reference to a clause in, or a schedule to, this Agreement.

Executed as an agreement

Signed for and on behalf of
THE UNIVERSITY OF SYDNEY
by its duly authorised representative:



Ms Tania Rhodes-Taylor
Vice-Principal (External Relations)

Date: 6/12/2018

Signed for and on behalf of
THE UNIVERSITY OF NAVARRA
by its duly authorised representative:



Maria Pilar Lostao
Vice-president for International Relations

Date: 20/12/2018

**SCHEDULE 1
PRIMARY STUDENT EXCHANGE PROGRAM CONTACTS**

USYD

Navarra

MANAGEMENT OF THE PROGRAM	MANAGEMENT OF THE PROGRAM
<p>Ms Leonie Patrick Director, Sydney Global Mobility Level 4, JFR Building (G02) The University of Sydney NSW 2006 Tel: +61 2 8627 8309 Email: leonie.patrick@sydney.edu.au</p>	<p>M^a Carmen Bielza Galindo Institutional Exchange Coordinator International Relations University of Navarra Tel: +34 948 42 56 00 ext 802197 mcbielza@unav.es</p>

