



UNIVERSIDAD DE JAÉN

## STUDENT EXCHANGE AGREEMENT

This Student Exchange Agreement is made between UNE and UJA in accordance with the Details and Terms.

DETAILS	
<b>UNE</b>	Name University of New England ABN 75 792 454 315 Address Armidale NSW 2351 Australia Contact Person Mrs Gabrielle Rolan, Director International Marketing & Pathways Telephone +61 2 6773 2845 Fax +61 2 6773 3325 E-mail <a href="mailto:grolan@une.edu.au">grolan@une.edu.au</a>
<b>UJA</b>	Name Universidad de Jaén Address Campus Las Lagunillas, 23071, Jaén, Spain Contact Person M <sup>a</sup> Victoria López-Ramón Telephone +34 953 21 21 94 Fax +34 953 21 30 23 E-mail <a href="mailto:vicint@ujaen.es">vicint@ujaen.es</a> / <a href="mailto:secrel@ujaen.es">secrel@ujaen.es</a>
<b>Introduction</b>	A. UNE and UJA wish to encourage the exchange of students between the two institutions. B. This Agreement sets out the terms for the exchange of students between UNE and UJA.
<b>Term</b>	Five (5) years from 1 <sup>st</sup> November 2012

## TERMS

### 1. DEFINITIONS

**Exchange Students** mean students exchanged between the Parties under the Student Exchange Agreement.

### 2. NUMBERS

- 2.1 UJA will send up to two (equivalent full-year) Exchange Students to UNE each year and UNE will send up to two (equivalent full-year) Exchange Students to UJA each year during the Term of this Exchange Partner Agreement.
- 2.2 The numbers of incoming and outgoing Exchange Students must be managed such that their cumulative difference since the commencement of the Exchange Partner Agreement does not exceed two Exchange Students at any time.



UNIVERSIDAD DE JAÉN

### **3. SELECTION**

- 3.1 The Student Exchange Program will be open to students from the respective institutions who must apply for participation and be approved for exchange by both the home and host institutions.
- 3.2 By April 30 and October 31 of each year, the home institution will send to the host institution the applications together with formal academic results of the prospective Exchange Students for the equivalent of at least one year of full-time study at the home institution.
- 3.3 UJA's students must meet UNE's minimum English language requirement which UNE will notify to UJA from time to time.
- 3.4 The host institution reserves the right to make the final decision regarding the admissibility of each applicant.

### **4. TUITION FEE WAIVER AND ADMINISTRATIVE FEES**

- 4.1 Exchange Students must continue to pay tuition fees at their home institution during the period of the exchange. The host institution will not require Exchange Students to pay tuition fees.
- 4.2 Waiver of overseas student charges for students attending under formal exchange agreements in Australia is permitted by Australian Government regulation. If this permission is changed or revoked this Agreement may be terminated or amended.
- 4.3 Each Party will advise the other Party in writing of any administrative fees (as distinct from tuition fees or additional fees for special programs of study) to be levied. Students must be notified of these fees no later than the date of the submission of their application to participate in the exchange. Students are responsible for the payment of administration fees.

### **5. CONDITIONS FOR EXCHANGE STUDENTS**

- 5.1 Any academic credit earned at the host institution may be transferred to the home institution at the home institution's discretion. The home institution will ensure that its Exchange Students understand that it is the individual student's responsibility to ensure that the study program is approved by the home institution for the purpose of recognition for credit or advanced standing prior to the commencement of the exchange.
- 5.2 Exchange Students will not be eligible for any award from the host institution as a result of their exchange.
- 5.3 All Exchange Students will remain students of the home institution.
- 5.4 Exchange Students will have access to all educational and recreational or athletic facilities at the host institution on the same conditions as domestic students.



UNIVERSIDAD DE JAÉN

## **6. SPECIAL PROGRAMS**

Special programs of study, such as language and tutorial programs may be arranged by mutual agreement for Exchange Students in which case the host institution may elect to impose additional fees. Students are responsible for the payment of additional fees

## **7. RESPONSIBILITIES OF THE PARTIES**

Each Party will:

- 7.1 provide the appropriate academic counselling and other assistance to Exchange Students;
- 7.2 provide assistance in finding appropriate accommodation;
- 7.3 upon completion of the program send to the home institution an official transcript of credits and grades for Exchange Students studying at the host institution.

## **8. RESPONSIBILITIES OF EXCHANGE STUDENTS**

Exchange Students are responsible for:

- 8.1 transportation to and from the host institutions;
- 8.2 purchasing text books and class materials;
- 8.3 possessing adequate health insurance;
- 8.4 accommodation expenses;
- 8.5 living expenses;
- 8.6 administration and additional fees; and
- 8.7 all other expenses incurred during the course of the year.

## **9. RENEWAL, TERMINATION AND AMENDMENT**

Subject to clause 2, this Agreement shall remain in force for the Term with the understanding that it may be terminated by either Party giving 3 months written notice to the other Party. The Parties will review this Agreement if there are no planned exchanges in any 18 month period. If this Agreement is terminated, the Parties agree to continue the exchange of any current or accepted student. The Agreement may be amended and/or extended by mutual written consent of the two Parties.

## **10. INDEMNITY**

- 10.1 UNE will indemnify UJA against any liability, loss, or damage suffered by UJA arising from a negligent or wilful act or failure to act by a student of UNE taking part in the exchange while at UJA or otherwise while in Spain on exchange.



UNIVERSIDAD DE JAÉN

- 10.2 UJA will indemnify UNE against any liability, loss, or damage suffered by UNE arising from a negligent or wilful act or failure to act by a student of UJA taking part in the exchange while at UNE or otherwise while in Australia on exchange.
- 10.3 The indemnifying Party's indemnity of the protected Party will be reduced proportionately to the extent that any negligent act or omission of the protected Party, its officers, employees, agents or sub-contractors contributed to the liability, loss or damage, or loss or expense.

**11. LAW AND TRANSLATION**

- 11.1 This Agreement is construed and governed in accordance with the law in force in the State of New South Wales and Spain. In case of disagreement over the meaning of any provision of this Agreement, the original, signed English version of this Agreement prevails.

**EXECUTED as an Agreement on the last date written below**

Signed for and on behalf of  
**University of New England**

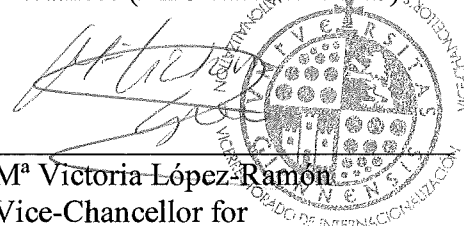
Name: Dr Michael Crock  
Title: Pro Vice-Chancellor Educational  
Innovation and International

Date:

Signature of Witness

Name of Witness (BLOCK LETTERS)

Signed for and on behalf of  
**University of Jaén**



Name: M<sup>a</sup> Victoria López-Ramón  
Title: Vice-Chancellor for  
Internationalization

Date: 7/09/12

Signature of Witness

Name of Witness (BLOCK LETTERS)