

# Student Exchange Agreement

**BETWEEN**

**MURDOCH UNIVERSITY**

**- and -**

**THE REGENTS OF THE  
UNIVERSITY OF NEW MEXICO**

**University Secretary's Office**  
90 South Street, Murdoch WA 6150  
Australia  
Tel: +61 8 9360 6544  
Fax: +61 8 9360 6847

***Parties:***

This agreement is made between:

**MURDOCH UNIVERSITY**, a body corporate established pursuant to section 4 of the *Murdoch University Act 1973* (WA) of South Street, Murdoch, Western Australia (**Murdoch**)

– and –

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO** of MSC06 3850, Albuquerque, NM 87131-0001, USA, 1-505-277-4032 (**UNM**)

***Introduction:***

- (a) The Parties agree that student exchanges contribute to international friendship and understanding and promote global awareness among students.
- (b) Murdoch and UNM have agreed to pursue collaboration on student exchange activities, including the development of scholarly exchanges between the Parties.
- (c) The Parties agree to accept Exchange Students from each other on the terms and conditions of this Agreement.

***The parties agree and acknowledge the following:*****1. STUDENT EXCHANGE**

- 1.1. Student exchanges will be on a one-to-one basis. In each year, a Party will make available two semester-long places, or one year-long place, to the other Party's undergraduate students. The Parties may opt to increase the number of exchange places via email correspondence. Balance will be maintained over the Term, but not necessarily over the course of a single year.
- 1.2. A Party may send additional students. If the Host cannot reciprocate, those students will be enrolled at the Host as Study Abroad Students, subject to the Host's Study Abroad Fees being paid and the Student meeting admission criteria.

**2. FEE WAIVERS**

- 2.1. The Host will waive Fees for Exchange Students. Exchange Students will pay their Home Institution's Fees as normal.
- 2.2. The Fee waiver in sub-clause 2.1 applies to the Host's normal, full-time academic load. If an Exchange Student undertakes additional credit points, she/he must pay the relevant Fees to the Host. UNM's Fee waiver for Murdoch exchange students applies only to tuition and mandatory fees, but does not apply to UNM's administrative fee that is charged to all international students, nor to any applicable course fees, laboratory fees, and/or recreation fees. See UNM Policy 8210, "Tuition and Related Fees," available at: <https://policy.unm.edu/university-policies/8000/8210.html>.
- 2.3. If an Exchange Student wants to undertake a further study program at the Host after completing her or his Program, she or he must:
  - (a) meet the Host's normal university and program admission requirements and regulations; and
  - (b) pay all applicable Fees.

### 3. SELECTION PROCESS

- 3.1. **Nomination:** The Home Institution will nominate suitable candidates for the Program. A nominated student must have completed at least one year of undergraduate study and be in good academic standing at the Home Institution.
- 3.2. **Acceptance**
- (a) The Host will either accept or reject an application, based on its normal admission procedures.
  - (b) The Home Institution will provide supporting documents reasonably requested by the Host to assist the Host in considering an application.
  - (c) The Home Institution will notify the Host of any special needs which might require special facilities.
- 3.3. **Language Requirements:** Exchange Students must meet the Host's minimum language proficiency requirements for the proposed course of study. The Parties will only nominate students who they consider will meet those requirements. The Host may require Exchange Students to participate in support programs to develop skills required for their course such as writing, literacy, language skills, numeracy, independent study skills and critical thinking. Murdoch students who need or want to boost their language proficiency may be eligible to enroll (at their expense) in UNM's Center for English Language and American Culture, a self-supporting UNM unit that charges tuition to all students, including exchange and study-abroad students. Information on this program is accessible at: <http://celac.unm.edu/>.

### 4. THE HOST'S RIGHTS AND OBLIGATIONS

- 4.1. For all incoming Exchange Students the Host will:
- (a) send a pre-departure package;
  - (b) assist them in locating appropriate accommodation;
  - (c) provide an organised reception during specified orientation periods;
  - (d) enrol them as not for degree students;
  - (e) ensure that its Liaison Officer is available to assist Exchange Students regarding the Program and the Host's services;
  - (f) comply with requirements notified to them by the Home Institution regarding student financial aid and reporting;
  - (g) establish and maintain records according to normal enrolment procedures; and
  - (h) mail an official transcript to the Home Institution's Liaison Officer at the end of the Program, or on request by the Home Institution or the Exchange Student, in accordance with applicable laws and Home University policies.
- 4.2. The Host recognises that Exchange Students are an important part of the Host's student population and will not discriminate against them on the basis of their enrolment status.

### 5. RISK AND INSURANCE

- 5.1. Each Party will defend against any Claims and/or Damages arising from the negligence, wilful misconduct or breach of this Agreement by its employees, contractors or agents.

- 5.2. Subject to clause 5.3, each Party will obtain and maintain insurances or other coverage to cover its liabilities under this Agreement. Each Party will:
  - (a) provide current certificates of insurance or coverage to the other Party, if requested; and
  - (b) Notify the other Party if any insurance or coverage is cancelled.
- 5.3. Notwithstanding clauses 5.2 and 7.2, UNM is not required to have the insurance policies if it is self-insured or covered pursuant to the laws of its government.
- 5.4. This clause 5 will continue to bind the Parties following the expiry, assignment or termination of this Agreement.

## **6. RIGHTS AND OBLIGATIONS OF EXCHANGE STUDENTS**

- 6.1. Exchange Students will be bound by the Host's policies, rules and regulations.
- 6.2. Exchange Students will be responsible for organising and paying for their own flights and visas. The Home Institution will assist them with any enrolment documentation required for their visa application.
- 6.3. Exchange Students are responsible for their own costs during the Program. This includes, for example:
  - (a) accommodation and living expenses;
  - (b) UNM's administrative fee that is charged to all international students plus any applicable course fees, laboratory fees, and/or recreation fees; and
  - (c) medical or associated expenses (such as lost wages or travel costs) due to illness or injury.
- 6.4. Exchange Students must purchase their own medical insurance that is acceptable to the Host Institution and produce evidence of this to the Host. In addition Exchange Students must purchase their own liability insurance if applicable according to clause 7.2.
- 6.5. The Home Institution will advise outgoing Exchange Students:
  - (a) of their obligations under this clause 6; and
  - (b) to consider obtaining additional insurance, such as travel insurance and personal accident insurance.

## **7. AVAILABLE UNITS**

- 7.1. Exchange Students may enrol in any of the Host's units of study, provided they meet pre-requisite study requirements and the unit is not already fully subscribed. UNM's School of Medicine and College of Nursing are closed to exchange students. The following UNM programs may have restrictions that affect course availability: Early Childhood Education, Elementary Education, Law, Nutrition and Dietetics, Secondary Education, and Special Education. The following Murdoch programs may have restrictions that affect course availability: Vet Science, Education and Nursing.
- 7.2. Notwithstanding clause 7.1, but subject to clause 5.3:
  - (a) Murdoch Exchange Students may only participate in a Work Placement if it forms part of a 'for credit' unit of study, the student will be subject to appropriate supervision when participating in the Work Placement and subject to Murdoch advising UNM that it holds professional indemnity cover at the time of the Work Placement; and
  - (b) UNM's Exchange Students may only participate in a Work Placement if it forms part of a 'for credit' unit of study, the student will be subject to

appropriate supervision when participating in the Work Placement and subject to the Exchange Student having personally taken out an insurance if the company/institution where such work under a Work Placement is performed does not have an insurance in place that covers the Exchange Student's under a Work Placement or if Murdoch is unable to cover the Exchange Student under Murdoch's professional indemnity insurance.

## 8. ESOS ACT AND CODE

Murdoch is subject to the ESOS Act and Code. UNM agrees to provide reasonable assistance to Murdoch's efforts to comply with the ESOS Act and Code, including complying with the ESOS Act and Code requirements set out in the annexure to this Agreement. The Parties understand and agree that UNM has no legal or other obligations to comply with the ESOS Act and Code.

## 9. TERM AND TERMINATION

- 9.1. This Agreement will operate for five years from the date it is signed by the Parties and shall automatically renew for one successive five-year term unless terminated as provided below.
- 9.2. Notwithstanding sub-clause 9.1, either Party may terminate this Agreement by giving not less than 6 month's written Notice. Each Party will permit any Exchange Student who has commenced the Program to complete it.

## 10. MISCELLANEOUS

- 10.1. **Entire agreement:** This Agreement is the sole and entire agreement between the Parties with regard to student exchanges. Any representations or other terms or conditions not contained in this Agreement are ineffective.
- 10.2. **Assignment:** A Party may only transfer, assign, dispose of, or otherwise create an interest in its rights under this Agreement with the other Party's consent, which will not be unreasonably withheld.
- 10.3. **Variation:** The Parties may only amend this Agreement by another document signed by the Parties.
- 10.4. **Severance:** If any part of this Agreement is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:
  - (a) will be read down if possible, to be enforceable; or
  - (b) will be severed from this Agreement.
- 10.5. **Notices and service:**
  - (a) A Notice may only be given in writing. Subject to subclause 10.5(b), a Notice may only be made, given, served or sent by transmitting the Notice to the Party at the Address either by fax or email in which case it will be deemed served when the sender's fax machine issues a transmission report showing that all pages were successfully transmitted to the recipient's fax number, or the sender receives confirmation that the email was delivered to the recipient's Address.
  - (b) Where any Notice is served on a day that is not a business day, the Notice will be deemed served on the following business day.

- 10.6. **Relationship of the Parties:** The Parties are independent contracting parties and nothing in this Agreement will be construed to constitute one Party a partner, agent, employee or representative of the other, or create any partnership or trust.
- 10.7. **Record keeping:** This clause applies to Records that: (i) have been created for or on behalf of Murdoch under this Agreement; and (ii) are in the possession, custody or control of UNM:
- (a) UNM will comply with any Records standards advised by Murdoch. If this would impose additional record-keeping procedures to those that UNM uses for its own records then Murdoch will pay any additional cost that UNM incurs as a result of complying with such additional procedures.
  - (b) All Records will remain Murdoch property. Murdoch understands that its records in UNM's possession may be considered "public records" under New Mexico law.
  - (c) UNM will consult Murdoch before disposing of Records, to ensure disposal complies with Murdoch's recordkeeping plan.
  - (d) UNM will give Murdoch access to all Records, upon reasonable Notice.
  - (e) On expiry or termination of this Agreement, the UNM will (at Murdoch's option and expense), either return or destroy Records, so long as the return or destruction are in compliance with New Mexico's Public Records Act and UNM's applicable retention policies.

#### 10.8. **Dispute Resolution**

- (a) The following procedure will be used to resolve a dispute:
  - (i) the Party claiming there is a dispute will Notify the other Party, setting out the nature of the dispute;
  - (ii) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
  - (iii) the Parties have 10 business days from the date of the notice to reach a resolution; and
  - (iv) if there is no resolution of the dispute then either Party may commence legal proceedings.

#### 10.9. **Counterparts**

The Parties may execute this Agreement in any number of original or facsimile counterparts. All counterparts taken together will constitute one instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

### 11. **DICTIONARY**

11.1. The following definitions apply to this Agreement:

- (a) **Address** means a Party's fax and email for the service of any Notice as set out in the schedule of this Agreement or as changed by Notice to the other Party.
- (b) **Agreement** means this agreement.
- (c) **Claims and/or Damages** means: (i) all claims, demands, suits or actions of any kind, no matter how arising, whether at law or in equity; and (ii) all liabilities, damages, losses or expenses.

- (d) **ESOS Act and Code** means the Australian Government's Education Services for Overseas Students Act 2000 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students. At the date of this Agreement, these documents are available at <https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>.
- (e) **Exchange Student** means a student participating in a student exchange pursuant to this Agreement.
- (f) **Fees** mean application and tuition fees. At UNM this term also refers to mandatory fees, the administrative fee charged to all international students, and any applicable course fees, laboratory fees, and/or recreation fees.
- (g) **Home Institution** means the Party sending an Exchange Student pursuant to this Agreement.
- (h) **Host** means the Party receiving an Exchange Student pursuant to this Agreement.
- (i) **Liaison Officer** means a Party's nominated contact person as set out in the schedule of this Agreement or as changed by Notice to the other Party.
- (j) **Notice** means any written demand, notice, payment, consent or other communication that any Party must make, give, serve or send to any other Party pursuant to the terms of this Agreement. **Notify** has a parallel meaning.
- (k) **Party** means a party to this Agreement.
- (l) **Program** means the student exchange program articulated in this Agreement.
- (m) **Record** means any record howsoever recorded and includes: (a) any thing on which there is writing or Braille; (b) a map, plan, diagram or graph; (c) a drawing, pictorial or graphic work, or photograph; (d) any thing on which there are figures, marks, perforations, or symbols, having a meaning for persons qualified to interpret them; (e) anything from which images, sounds or writings can be reproduced with or without the aid of anything else; and (f) any thing on which information has been stored or recorded, either mechanically, magnetically, or electronically.
- (n) **Study Abroad Student** means a student of the Home Institution who is attending the Host as a Fee-paying student on the basis that such studies will only contribute to an award at the student's Home Institution.
- (o) **Term** means the term of this Agreement as specified in clause 9.1.
- (p) **Work Placement** means courses, units or programs which involve work experience, work placement, clinical placement or similar workplace learning components.

## 12. INTERPRETATION RULES

### 12.1. When interpreting this Agreement:

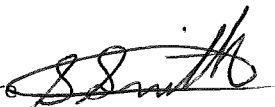
- (a) Headings are for convenience only and do not affect interpretation.
- (b) A reference to this Agreement or to any other instrument includes any amendment, variation, novation or replacement of them.
- (c) A reference to any legislation, statute, ordinance, code, Act or other law includes all instruments under it and consolidations, amendments, re-enactments or replacements of it.
- (d) A singular includes the plural, and vice versa.

- (e) The fact that a Party prepared this Agreement will not be taken into account as a basis for interpreting this Agreement, or any provision of it, adversely to that Party's interest.

**EXECUTED as an agreement by the parties:**

**SIGNED** for and on behalf of **MURDOCH** by **MRS SUZANNE SMITH:**

Signature



**DIRECTOR INTERNATIONAL**

Position Title (print)

Dated

23/05/18

**SIGNED** for and on behalf of **THE REGENTS OF THE UNIVERSITY OF NEW MEXICO** by **DR. CHAOUKI ABDALLAH**

Signature



**PROVOST and EXECUTIVE VICE PRESIDENT for ACADEMIC AFFAIRS**

Position Title (print)

Dated

May 10, 2018



## Schedule: Addresses for Notices

**Liaison  
Officer:****Murdoch**

Carol Ghandour  
Regional Manager  
International Engagement  
Murdoch University  
South Street  
MURDOCH WA 6150  
Australia

Tel: +61 8 93607624  
Fax: +61 8 N/A  
Email: c.ghandour@murdoch.edu.au

**UNM**

David Wright  
Director, Education Abroad  
2120 Mesa Vista Hall  
University of New Mexico  
Albuquerque, NM 87131  
USA

Tel: (505) 277-4028  
Fax: N/A  
Email: wrightd1@unm.edu

**Address for  
Notices:**

Suzanne Smith  
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Tel: +61 8 9360 2552  
Fax: +61 8 9360 2931  
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Partnerships.support@murdoch.  
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David Wright  
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Albuquerque, NM 87131  
USA

Tel: (505) 277-4028  
Fax: N/A  
Email: wrightd1@unm.edu

## Annexure

### ESOS Act and Code Requirements

#### **Advertising/Promotion**

1. UNM must not engage in misleading or deceptive conduct in advertising, promoting or providing information in respect of the Program. This includes providing false or misleading information or advice relating to:
  - a. employment outcomes associated with a course;
  - b. automatic acceptance into another course;
  - c. possible migration outcomes;
  - d. claims of association of Murdoch with another educational provider; and
  - e. Murdoch in comparison with another educational provider,
 and also includes making any other false or misleading claims relating to Murdoch, its courses or outcomes associated with its courses.
2. Any marketing information created by UNM in respect of Murdoch should be sent to Murdoch for approval prior to its distribution, so that Murdoch can ensure that such information is compliant with the ESOS Act and Code.

#### **Information to Students**

UNM must collaborate with Murdoch to ensure that intending Exchange Students are provided with accurate and current information about:

1. campus facilities, locations, learning and library resources, and equipment;
2. living in Australia, for example accommodation options, indicative cost of living and, where relevant, schooling options for children of the intending student;
3. the application process and conditions of the Australian student visa;
4. the ESOS Framework in Australia;
5. requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience, and whether course credit may be applicable;
6. course content and duration, modes of study and assessment methods; and
7. any arrangements with other educational institutions, persons or businesses to provide the course or part of the course.

#### **General Assistance**

UNM must generally provide assistance and advice to intending students, for example: (a) assist with enrolment and selection courses/units; (b) provide details of who the student can contact at Murdoch for assistance when in Australia; and (c) forward any information supplied by Murdoch for the purpose of distribution to actual or potential Exchange Students.

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