

Student Exchange Agreement

between

University of Science and Technology of China, China

and

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

(each an **Institution** and together, the **Institutions**)

OBJECTIVE

University of Science and Technology of China (**USTC**) and the University of Sydney (**USYD**) agree to the renewal 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. TERM OF AGREEMENT

- 1.1 This Agreement commences on the date it is executed by both Institutions, and remains in force for 5 years (**Term**), unless terminated earlier in accordance with clause 17.
- 1.2 The Institutions agree to discuss renewal of this Agreement at least (6) six months prior to its expiry.
- 1.3 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.

2. STUDENT EXCHANGE PROGRAM

- 2.1 During the Term, up to 2 full time equivalent (**FTE**) Students will be accepted by the Host Institution to participate in the Student Exchange Program on an annual basis (equivalent to 4 semester places).
- 2.2 Short-term exchange opportunities may be agreed upon under this Agreement at an FTE ratio to be agreed between the Institutions from time to time. The number of FTE Students in clause 2.1 may be modified by written agreement.
- 2.3 The principle of reciprocity applies to the final number of FTE Students admitted under this Agreement, so that an even reciprocity is achieved over the term of the Agreement.

3. PROGRAM EXPENSES

- 3.1 Students are exempt from paying tuition fees at the Host Institution. Students shall continue to pay normal tuition fees at their Home Institution.
- 3.2 Students will be responsible for all living, travel, insurance and ancillary costs in connection with the Student Exchange Program.
- 3.3 Students enrolling in the Student Exchange Program at USYD are required to pay for OSHC.

4. ELIGIBILITY AND SELECTION

- 4.1 The Home Institution may propose undergraduate and postgraduate (coursework) applicants who it considers are well suited to undertake a period of study abroad.
- 4.2 Applicants must meet the Host Institution's international student enrolment and admission criteria, including academic merit and language proficiency.

- 4.3 Each Institution will provide the other Institution, with all relevant eligibility criteria with sufficient notice, to ensure each Institution can provide such information to its students. Further, each Institution will promptly advise the other Institution of any material changes to the eligibility criteria.
- 4.4 The Host Institution may reject any applicant who does not satisfy admissions criteria, in which case the Host Institution will provide written reasons for rejecting the applicant. The Home Institution may submit alternative applicants for consideration by the Host Institution.
- 4.5 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.

5. OFFER

- 5.1 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).

6. USYD ADMISSION PROCEDURES

- 6.1 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. USTC cannot accept an Unconditional Offer on an applicant's behalf;
 - (c) send the appropriate payment for OSHC to USYD;
 - (d) obtain the necessary visa and associated travel documentation following receipt of USYD's electronic Confirmation of Enrolment (eCOE); and
 - (e) on arrival, pay to the relevant Faculty or School, any additional fees associated with their enrolment in a unit of study that involves the use of specific material or resources.
- 6.2 USTC must use reasonable endeavours to assist applicants to comply with the requirements in clause 6.1.

7. USTC ADMISSION PROCEDURES

- 7.1 Applicants seeking to participate in the Student Exchange Program at USTC must:
 - (a) complete USTC's online application form;
 - (b) following receipt of an acceptance email from USTC, obtain the necessary students visa and associated travel documentation following receipt of USTC's confirmation. If required by the Exchange Student candidate, USTC will provide them with a formal invitation letter. Exchange Student candidates are responsible for all remaining documents required by China Consular Authorities to participate in the Student Exchange Program;
 - (c) register their arrival and departure at the International College; and
 - (d) on arrival, pay to the relevant Faculty or School, any additional fees associated with their enrolment in a unit of study that involves the use of specific material or resources.

8. ENROLMENT

- 8.1 In order to participate in the Student Exchange Program, Students:
 - (a) must be admitted and enrolled in full-time, non-award study at their Host Institution;
 - (b) may participate in the Student Exchange Program 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 a Student's enrolment due to any non-compliance with visa requirements.
- 8.2 Students will enrol in units of study offered by the Host Institution, subject to availability, for which they meet pre-requisite study requirements.
- 8.3 The Institutions reserve their rights to exclude Students from enrolling in specific units of study. The Host Institution may require pre-approval from the relevant faculty or school prior to enrolling Students in certain disciplines.
- 8.4 Without limiting clause 8.3 above:
 - (a) at USYD, Students cannot enrol in postgraduate units of study at the Sydney Law School (with the exception of Juris Doctor units of study), or postgraduate units of study offered by Medicine, Pharmacy, Nursing, Physiotherapy or Veterinary Science, or any Dentistry programs; and,
 - (b) at USTC, Students cannot enrol in undergraduate units of study offered by Communication, Data Science and Big Data Technology, and Clinical Medicine.

9. ACADEMIC RESULTS

- 9.1 The Home Institution will be responsible for ensuring that appropriate academic credit arrangements are in place with its Students prior to the exchange taking place.
- 9.2 Official transcripts will be provided to each Student according to institutional protocol after the release of results at the end of the Student Exchange Program.

10. ACCOMMODATION AND CARE

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

11. EDUCATION SERVICES FOR OVERSEAS STUDENTS IN AUSTRALIA

- 11.1 Australian law requires providers of education and training courses to overseas students, to comply with the *Education Services for Overseas Students Act 2000* (Cth) and its associated legislative framework (together, the **ESOS Framework**).
- 11.2 USYD is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (**CRICOS**). USYD's CRICOS number is 00026A.
- 11.3 USTC acknowledges that USYD must comply with the ESOS Framework and agrees that it will:
 - (a) clearly identify the University of Sydney's CRICOS number in written marketing and other material provided by USTC to its students (including material in electronic form);
 - (b) not give false or misleading information or advice in relation to the Student Exchange Program offered at USYD;
 - (c) only use promotional material provided or endorsed by USYD;
 - (d) not modify any written material or documents provided by USYD without prior permission of USYD; and
 - (e) 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.

12. INTELLECTUAL PROPERTY

- 12.1 Each Institution retains ownership of the Intellectual Property in its promotional materials (whether in hardcopy form or available online).

- 12.2 Each Institution 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.
- 12.3 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.
- 12.4 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.

13. PRIVACY AND CONFIDENTIAL INFORMATION

- 13.1 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.
- 13.2 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));
- 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.

14. DISPUTES

- 14.1 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**).
- 14.2 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 14.3, or some other dispute resolution mechanism agreed upon by the Institutions.
- 14.3 Subject to clause 14.2(b), The Institutions must submit the Dispute for resolution by the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules in force at that time. The Institutions shall be bound by the arbitrator's decision.
- 14.4 Clauses 14.1, 14.2 and 14.3 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 14.2(b) and 14.3 of this Agreement.

15. INDEMNITY

15.1 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; and
- (c) a breach of clause 13 (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.

15.2 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 15.1 and due to a breach of the Indemnifying Institution's obligations under clauses 12 and 13 of this Agreement.

16. GOVERNING LAW

16.1 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.

17. TERMINATION OF AGREEMENT

17.1 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 17.1.

17.2 Termination of this Agreement will not affect any Student who has already commenced study at the Host Institution, or received an Unconditional Offer to participate in the Student Exchange Program.

17.3 On termination or expiry of this Agreement, the Institutions must:

- (a) stop advertising the Student Exchange Program;
- (b) cease use of the promotional materials belonging to the other Institution;
- (c) deal with the other Institution's materials as reasonably directed by the other Institution; and
- (d) return all Confidential Information to the other Institution.

17.4 On termination of this Agreement the Institutions are released from the obligations to continue to perform the Agreement except those obligations in clauses 11 (Education Services for Overseas Students in Australia), 12 (Intellectual Property), 13 (Privacy and Confidential Information), 14 (Disputes), 15 (Indemnity) and 17 (Termination) and any other obligations that, by their nature, survive termination.

17.5 Termination of this Agreement does not affect any accrued rights or remedies of the Institutions.

18. NATURE OF AGREEMENT AND AMENDMENT

18.1 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.

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

- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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). These details may be provided to Students as the nominated contact officer of the Student Exchange Program.
- 18.9 The Institutions agree that this Agreement and all documents related to it must be written in English, and if directed by USTC, in Chinese as well. In the event of dispute, the English version shall prevail.

19. DEFINITIONS

In this Agreement:

Agreement means this Student Exchange Agreement.

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

Host Institution means the institution at which the 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 means a student enrolled in the Student Exchange Program at both the Home Institution and the Host Institution.

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

20. 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:	Signed for and on behalf of UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA by its duly authorised representative:
  Ms Tania Rhodes Taylor Vice-Principal (External Relations) Date: <u>13/8/2020</u>	 Du Jiangfeng Vice President Date: <u>17/9/2020</u>

SCHEDULE 1
PRIMARY STUDENT EXCHANGE PROGRAM CONTACTS

USYD**USTC**

MANAGEMENT OF THE PROGRAM	MANAGEMENT OF THE PROGRAM
<p><i>Until March 2021</i></p> <p>Ms Luika Bankson Associate Director, Sydney Global Mobility (until March 2021) Level 4, JFR Building (G02) The University of Sydney NSW 2006, AUSTRALIA Tel: +61 2 8627 4331 Email: Luika.bankson@sydney.edu.au</p> <p><i>From March 2021 onwards</i></p> <p>Cara Bonnington Associate Director Sydney Global Mobility Level 4, Jane Foss Russell Building (G02) The University of Sydney NSW 2006 Tel: +61 2 8627 8319 Email: cara.bonnington@sydney.edu.au</p>	<p>Ms Lin Qiu Program Manager, Office of International Cooperation University of Science and Technology of China Hefei, Anhui 230026 P.R.China Tel: +86 551 63603728 Email: lynngiu@ustc.edu.cn</p>