



Università Iuav di Venezia - Archivio Generale
 REPERTORIO CENTRALE
 Repertorio n. 1178 del 2016
 F. n. 16.830 del 15/09/2016
 Tit. III C. 14 Fasc.

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Università Iuav di Venezia

**STUDENT EXCHANGE AGREEMENT
 BETWEEN
 THE UNIVERSITY OF NEW SOUTH WALES
 AND
 THE UNIVERSITA' IUAV DI VENEZIA**

INTRODUCTION

In furtherance of their mutual interests in teaching and research, desire to strengthen mutual contact; and as a contribution to increased international cooperation the University of New South Wales, Sydney, Australia (hereafter referred to as "UNSW") and the Università Iuav di Venezia, Venice, Italy (hereafter referred to as "IUAV") have approved the following Agreement.

1. SCOPE OF THE AGREEMENT

1.1 OBJECTIVES

The purpose of this Agreement is to establish the terms and conditions under which the exchange of exchange students between UNSW and IUAV shall take place. The terms and conditions of the Agreement apply to both undergraduate and/or postgraduate students attending UNSW or IUAV.

The obligations of UNSW and IUAV under this Agreement extend only to the exchange students. If an exchange student is accompanied by a spouse and/or dependant, such spouse and/or dependant is the sole responsibility of the exchange student.

1.2 SCOPE

- a. IUAV exchange students can apply to all academic fields at UNSW except courses in the Doctor of Medicine, UNSW Canberra and the AGSM MBA Program.
- b. UNSW exchange students can apply to all academic fields at IUAV.

Henceforth the university accepting exchange students will be referred to as the "Host University". The university providing exchange students will be referred to as the "Home University".

1.3 PERIOD OF EXCHANGE

- a. The first exchange of exchange students between UNSW and IUAV pursuant to this agreement shall commence in the academic year 2016-2017.
- b. The academic year at UNSW is divided into two academic semesters, the first from early March until mid June and the second from late July until early November. The academic year at IUAV is divided into two academic semesters, the first from early October until end of January and the second from early February until mid July.
- c. The duration of any student exchange should not exceed one academic year.

1.4 NUMBERS OF STUDENTS

- a. UNSW and IUAV each agree to accept 2 exchange students from the other institution each academic year. This number may be varied by agreement between the Host University and the Home University.
- b. Subject to clause 1.4(a), where possible each student exchange will be made on a one-to-one equal exchange basis. The unit of exchange will be calculated in number of students per academic semester. Two exchange students enrolling for one semester of study is equivalent to one exchange student enrolling for one academic year of study. If the number of exchange students exchanged between UNSW and IUAV is not in balance each academic semester, the parties will endeavour to achieve an approximate balance over the period of the Agreement.
- a. UNSW students who participate in short-term programs offered at IUAV can be counted for the purpose of achieving an exchange balance in any academic semester or year. The selection of courses and the number of UNSW students accepted to participate in IUAV short-term programs shall be discussed and agreed upon each year between the parties and confirmed in writing.

2. IMPLEMENTATION OF THE AGREEMENT

2.1 TUITION FEES AND OTHER COSTS

- a. UNSW and IUAV each agree to waive tuition charges for exchange students who participate in a student exchange pursuant to this Agreement and for whom they are the Host University, on a reciprocal basis.

2.2 INSURANCE

- a. All exchange students who participate in a student exchange pursuant to this Agreement will be required to have adequate accident and health insurance coverage for the duration of their student exchange according to the requirements of the host country.
- b. All exchange students for whom UNSW is their Host University, and who are not Australian citizens, must obtain overseas student health cover through an approved Australian Government provider.

- c. All exchange students for whom IUAV is their Host University, and who are not Italian citizens, must obtain overseas student health and medical cover.

2.3 SELECTION, ENROLMENT, ACCREDITATION AND PREPARATION

- a. Each exchange student participating in a student exchange pursuant to this Agreement will be selected by their Home University on the basis of an exchange student's previous academic merit. Each exchange student will be enrolled in a full-time non-degree enrolment at the Host University.
- b. Each nomination of an exchange student by the Home University to the Host University will be accompanied by an official academic record for that exchange student and the relevant Application for Admission form for international exchange students.
- c. The Home University will advise the Host University of any course details that are part of an exchange student's curricular plan and, wherever possible, particulars such as known health problems which might affect the exchange student's progress, or which mean that the exchange student may require special assistance.
- d. UNSW and IUAV shall agree on the number of exchange students that each university will provide to, and accept from, the other university four (4) months in advance of; the commencement of an academic year; or an academic semester.
- e. The Host University will endeavour to ensure that exchange students are admitted to courses that are part of the student's curricular plan. However, admission by the Host University to a specific course is subject to; the Host University being satisfied that the exchange student has the necessary qualifications, experience and language proficiency for the chosen area of study; and the availability of resources in the period for which admission is sought.
- f. The Host University reserves the right to reject prospective exchange students on academic grounds, in which case the Home University may nominate alternative prospective exchange students, as applicable, for consideration by the Host University.
- g. Neither the Home University nor the Host University will, on the grounds of race, colour, national origin, age, ancestry, disability or handicap, veteran status, sex, sexual preference, or creed, exclude prospective exchange students from participation in the student exchange program set out in this Agreement.
- h. Exchange students will be subject to the academic requirements and rules of conduct of the Host University. The Home University will advise their students of the academic and cultural expectations of the Host University.
- i. Accreditation for the work carried out by an exchange student during the period of his or her student exchange, will be at the discretion of the exchange student's Home University.
- j. The Host University will provide the Home University with an official transcript from the Office of the Registrar, setting out each exchange student's academic performance during his or her time at the Host University.

- k. Students selected for participation in a student exchange pursuant to this Agreement will be required to have sufficient knowledge of the language appropriate to the Host University to carry out their studies and research at the Host University.
- l. The parties acknowledge that applicable Australian law (namely, the *Migration Act 1958* (Cth) and the *Education Services for Overseas Students Act 2000* (Cth) and its subordinate legislation) requires UNSW to keep certain records regarding exchange students and disclose certain information regarding such students to the Australian government for the purposes of that legislation, including details of exchange students' name, gender, date of birth, country of birth, nationality and residential address in Australia;
- m. To enable UNSW to comply with relevant legal requirements and UNSW policies, IUAV agrees and acknowledges that all IUAV students will be required, prior to departure from IUAV, to provide their consent in a form prescribed by UNSW to UNSW disclosing certain personal information about them:
 - i. by releasing copies of the student's UNSW transcript to IUAV on a semester or annual basis; and
 - ii. to the Australian government as necessary to meet UNSW's obligations under laws relating to international students, including the *Education Services for Overseas Students Act 2000* (Cth) and the *Migration Act 1958* (Cth).
- n. IUAV agrees and acknowledges that ongoing disclosure to UNSW of such information by its exchange students attending UNSW will be a condition of their acceptance by UNSW, and their failure to comply with relevant ongoing disclosure requirements will entitle UNSW to terminate their placement under the program.

2.4 ORIENTATION AND SERVICES

In the spirit of exchange, the Host University will facilitate as much as possible the admission, academic progress, physical relocation and cultural orientation of exchange students from the Home University.

The Host University will provide exchange students from the Home University with:

- a. Access to university facilities as full members of the Host University, including library, sport and Student Union facilities.
- b. An orientation program.
- c. Information on health insurance requirements and the extent of the medical cover that must be obtained for the duration of a student exchange.
- d. Academic and other advisory services.
- e. Assistance in finding housing, where possible, in the Host University's residence halls or appropriate off-campus alternatives.
- f. Documents necessary for obtaining a visa.

The exchange students from the Home University will each have responsibility for:

- a. Paying Home University tuition fees prior to participation in the student exchange program.
- b. Paying their own room and board expenses.

- c. Arranging and paying for transportation to and from the country in which the Host University is located and to and from the Host University.
- d. Arranging and paying for adequate medical and travel insurance for the duration of the student exchange.
- e. Any expenses in excess of their medical insurance coverage.
- f. Purchasing textbooks and clothing and for personal expenses.
- g. Obtaining and paying for an appropriate visa.
- h. Settling all other debts incurred by them or on their behalf during the period of the student exchange.

2.5 CO-ORDINATION OF THE STUDENT EXCHANGE PROGRAM

In order to carry out and fulfil the objectives of this Agreement, management of the student exchange program will be the responsibility of the Study Abroad and Exchange Office at UNSW and the International Affairs and Student Mobility Office at IUAV.

Each year UNSW and IUAV will provide each other with details of the academic year, course descriptions, handbooks and all other relevant information to enable prospective exchange students to make an informed choice of subjects to be taken at the Host University.

2.6 NO AGENCY OR PARTNERSHIP ARRANGEMENT

Nothing in this Agreement shall diminish the full autonomy of UNSW or IUAV, nor should any constraints be imposed by either UNSW or IUAV upon the other in carrying out this Agreement.

Neither UNSW nor IUAV is an agent of the other and neither has any right to act or represent the other or to purport to do so.

This Agreement does not, and shall not be deemed to, create a partnership relationship between UNSW and IUAV.

2.7 DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute arising out of or relating to this agreement through discussion and negotiation between the co-ordinators from each university named in this agreement. Should the co-ordinators fail to resolve the dispute within 30 days of the dispute being notified by a party, the parties shall refer the dispute to senior officers of each university, who will between them attempt to resolve the dispute in a timely manner, and in any event within 30 days of the dispute being referred to them. Only after the process set out in this clause has been exhausted can either party commence legal proceedings. However, nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

2.8 CONFIDENTIALITY

Each party agrees that it shall maintain the confidentiality of all information provided to it by the other party pursuant to this agreement (including student records), and shall only disclose the information as required by this agreement or as permitted by applicable law.

3. TERMINATION AND MODIFICATION OF THE AGREEMENT

This Agreement will commence on the date of the last signature signed below and will continue in full force and effect for three (3) years from and including that date. After this initial three (3) year period, the Agreement may be extended for further five (5) year periods where both parties provide their prior written consent.

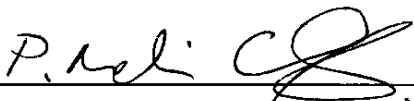
This Agreement may be terminated by either party, provided that written notice of the intention to terminate is given by the terminating party to the non-terminating party at least six (6) months prior to the proposed termination date. All student exchanges that have been approved and/or commenced as at the date that the written notice of termination is received by the non-terminating party shall be allowed to proceed to their natural conclusion.

This Agreement may be modified or altered by written agreement signed by an authorised representative of each of UNSW and IUAV.

The Host University shall have the option of terminating an exchange student's student exchange, should the exchange student breach any laws, regulations or policies of the Host University, or be held by a court of law to have broken any law of the country in which the Host University is located.

The individuals with authority to sign this Agreement on behalf of their universities are the Deputy Vice-Chancellor Education of UNSW and the President of IUAV.



For and on behalf of
The University of New South
Wales



Professor Merlin Crossley
Deputy Vice-Chancellor Education

Date 1.9.16

For and on behalf of
the Università Iuav di Venezia



Professor Alberto Ferlenga
President

Date 10 AGO, 2016