



Charles Sturt  
University

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Charles Sturt University

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North Dakota State University

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# International Student and Staff Exchange Facilitation Agreement

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# International Student and Staff Exchange Facilitation Agreement

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## Parties

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**Charles Sturt University** ABN 83 878 708 551 being a university incorporated in New South Wales under the *Charles Sturt University Act 1989 (NSW)* of The Grange, Panorama Avenue, Bathurst NSW 2795  
(**Charles Sturt**)

And

**North Dakota State University** of 1340 Administration Avenue, Fargo, North Dakota, United States of America  
(**Exchange Institution**)

## Background

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- A** CSU and the Exchange Institution wish to encourage and facilitate education opportunities for students studying with their respective institutions through the exchange of graduate and undergraduate students, and also to encourage and facilitate exchange opportunities for members of staff according to the needs of a particular program and the requirements of each party.
- B** The parties enter into this Agreement to establish a framework to facilitate such opportunities for students and staff of each party.

## Agreement

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### 1 Definitions and Construction

1.1 In this Agreement unless the context otherwise requires:

**Agreement** means this Agreement including the Schedule.

**Exchange Student** means a student enrolled in the Host Institution under the terms of this Agreement.

**Home Institution** means the party where, as the context requires:

- (a) a student is enrolled as their main place of study, or
- (b) a staff member is employed.

**Host Institution** means the party which has agreed, as the context requires, to:

- (a) accept and enrol a student from the Home Institution, or
- (b) accept the exchange of a visiting staff member from the Home Institution.

**Tuition Fee** means the Host Institution's fee for each subject in which the Exchange Student is enrolled.

- 1.2 Unless expressed to the contrary, in this Agreement:
- (a) words in the singular include the plural and vice versa;
  - (b) "includes" and "including" means includes without limitation; and
  - (c) headings do not affect the interpretation of this Agreement.

## 2 Basis of Exchange

- 2.1 Each party may exchange with the other party a number of students as agreed between the parties from time to time. For the purpose of this Agreement, one academic year student will equal two one-semester students.
- 2.2 Each student exchange:
- (a) is for full-time study at the Host Institution;
  - (b) is limited to a maximum period of one (1) academic year, unless otherwise agreed by the parties; and
  - (c) is on the basis of full-time non-degree status.
- 2.3 Both parties will review the student exchange program annually for any imbalance in the number of Exchange Students and will adjust the number of Exchange Students over the term of the Agreement, as necessary, to maintain a reasonable balance in the exchange.
- 2.4 Participation in a student exchange under this Agreement will not give an Exchange Student any preference or special status to register for a degree program at the Host Institution subsequent to completion of an academic session under the exchange.
- 2.5 The enrolment, discipline (including any suspension or expulsion) and assessment of the Exchange Student while they are enrolled with the Host Institution will be subject to the rules, regulations, policies, guidelines and procedures of the Host Institution.
- 2.6 This Agreement is non-exclusive and either party may participate in similar programs with any other institution.

## 3 Selection of Exchange Students

- 3.1 Applicants for a student exchange must complete and submit to the Home Institution a student exchange application in the form utilised by the Host Institution.
- 3.2 Time limits, supporting documentation and other requirements for student exchange applications in respect of each party will be set out in the student exchange applications forms.
- 3.3 The Home Institution will screen applications for a student exchange to the Host Institution and nominate students.
- 3.4 When nominating students to the Host Institution, the Home Institution must be satisfied that:
- (a) the student has completed at least one (1) year of continuous study at the Home Institution before the exchange year or semester;
  - (b) the student satisfies all admission requirements, including language proficiency requirements (where applicable) of the Host Institution;
  - (c) the student's proposed program of studies at the Host Institution is approved by the Home Institution;

- (d) the credit granted for the successful completion of the student's proposed program of study is agreed between the student and the Home Institution;
- (e) the student has made the application for the primary purpose of studying full time at the Host Institution; and
- (f) the student is assessed by the Home Institution as otherwise meritorious based on:
  - (i) the academic standards and procedures in place within the Home Institution; and
  - (ii) the competing merits of other applicants for exchange under this Agreement

as determined by the Home Institution in its absolute discretion.

3.5 The Host Institution will review all properly completed student exchange applications submitted to the Home Institution and may accept those applications where:

- (a) the Exchange Student satisfies the individual prerequisites for the particular program or course of study;
- (b) there is space available in the program or course of study; and
- (c) the program or courses selected have not been excluded from the student exchange program.

3.6 Notwithstanding any other clause of this Agreement, the Host Institution has the right to reject a student nominated by the Home Institution under this Agreement in its absolute discretion.

## 4 Responsibilities of Each Party

4.1 Each party agrees to:

- (a) endeavour to ensure that the other party's application requirements are met;
- (b) only accept students nominated by the other party, in accordance with the agreed limit on student numbers under this Agreement, who meet the Host Institution's admission requirements applicable to foreign applicants for non-degree status;
- (c) enrol Exchange Students as full-time, non-degree undergraduate or non-degree graduate students, for one or two regular semesters of the academic year;
- (d) waive all Tuition Fees for Exchange Students accepted under this Agreement;
- (e) provide to the other party current information for distribution to prospective exchange students concerning:
  - (i) the Host Institution's facilities, equipment and learning resources;
  - (ii) the Host Institution's courses;
  - (iii) living in the country of the Host Institution and the local environment of the relevant campus, including information about:
    - (A) campus location;

- (B) travel facilities;
  - (C) health system;
  - (D) accommodation options;
  - (E) university expenses and debt management practices;
  - (F) textbooks and clothing;
  - (G) indicative cost of living; and
  - (H) the laws and customs applicable in the area;
- (iv) the minimum level of English or other language proficiency; and
  - (v) any visa requirements;
- (f) provide Exchange Students with access to counselling and other assistance services on the same or similar terms to that which is provided to other international students studying at the Host Institution;
  - (g) use its best endeavours to provide assistance in locating accommodation for the period of the Exchange Student's study;
  - (h) transmit to the Home Institution, at the end of each academic term, an official transcript of academic results for each Exchange Student currently studying at the Host Institution;
  - (i) provide notification to the Home Institution if any of their Exchange Students are expelled, suspended, or withdraws from their enrolled course;
  - (j) treat all Exchange Students accepted under this Agreement fairly and with respect and not discriminate against or harass any Exchange Student on any unlawful basis;
  - (k) ensure that Exchange Students expressly consent in writing to the exchange of personal information about them including the exchange of:
    - (i) results and academic transcript in courses or subjects for which the Exchange Student is enrolled,
    - (ii) information regarding the withdrawal of the Exchange Student from a subject or course;
    - (iii) complaints or findings of misconduct or inappropriate behaviour made to or by either party about the Exchange Student;
    - (iv) non-attendance at any lectures or tutorials or non-completion of any course or subject requirements; and/or
    - (v) information regarding the general health or safety of the Exchange Student, including reasonable concerns held about the Exchange Student's general wellbeing;
  - (l) not use the logo or trade mark of the other party without express written consent and approval of that party; and
  - (m) clearly disclose to Exchange Students their responsibilities as outlined in clause 5 and use its best endeavours to ensure that their Exchange Students comply with those responsibilities.

## 5 Responsibilities of Exchange Students

- 5.1 Exchange Students must continue to be enrolled and pay Tuition Fees for their respective programs at the Home Institution.
- 5.2 Exchange Students must comply with the rules, regulations, procedures, guidelines, policies, local statutes, laws and visa requirements of the Host Institution and of the country in which the Host Institution is situated.
- 5.3 Exchange Students must pay for all costs and expenses associated with the exchange program other than the Tuition Fees at the Host Institution including:
  - (a) flights and transportation to and from Host Institution;
  - (b) room and board expenses;
  - (c) student union fees, if applicable;
  - (d) textbooks, clothing and personal expenses;
  - (e) passport and visa costs;
  - (f) health and travel insurance;
  - (g) any accompanying partners, children or other dependents for whom the Host Institution accepts no financial or other obligation or responsibility; and
  - (h) all other debits and incidental expenses incurred during the course of the exchange at the Host Institution.

## 6 Staff Exchange

- 6.1 From time to time the parties may agree to exchange members of staff. The number, timing and duration of such exchanges shall vary according to the needs of a particular program and the requirements of each party. Such exchanges may be for the purposes of teaching, conducting research, guest lecturing, consultation or other professional activities.
- 6.2 Reasonable efforts shall be made to involve equal numbers of staff from each party in the exchange over the period of the Agreement.
- 6.3 The Host Institution will provide visiting staff with office space and may also provide the opportunity to sit in on classes, attend lectures, engage in research, and/or to use library facilities, at the discretion of the Host Institution.
- 6.4 The Home Institution is responsible for all salary and employment benefits of any member of their staff who participates in an exchange under this Agreement. The Host Institution is not responsible for any costs associated with that staff member or their participation in an exchange under this Agreement, including any travel expenses, housing accommodation, meals and/or health care (unless expressly agreed otherwise in a written agreement).
- 6.5 The Host Institution will make reasonable efforts to provide advice and assistance on matters which may enhance the exchange experience for participants, such as campus facilities, housing options, and visa requirements.
- 6.6 Staff participants may be required to submit a report on the experience to their Home Institution.
- 6.7 Notwithstanding any other term of this Agreement, the terms of any staff exchange will be subject to any written agreement that is entered into by the parties for that exchange. In the case of any proposed research activity then a written agreement must be entered into and must set out the agreed division of costs of the research and arrangements for any intellectual property that is provided or created during the activity.

## 7 Term and Termination

- 7.1 This Agreement will commence on the date specified in Item 1 of the Schedule and end on the date specified in Item 2 of the Schedule unless terminated earlier or extended in accordance with the terms of the Agreement.
- 7.2 Either party may terminate this Agreement at any time and with immediate effect by giving written notice to the other party.
- 7.3 If this Agreement is terminated, the parties agree to make arrangements for Exchange Students who have commenced an exchange under the terms of this Agreement to allow Exchange Students to complete the subjects nominated under this Agreement, notwithstanding that the Agreement is terminated, provided that the time taken to complete the course equates to normal progression for that subject or course.
- 7.4 Clause 7.3 survives termination of this Agreement.

## 8 Liaison Officers and Notices

- 8.1 Each party will appoint a liaison officer to coordinate and administer the development and conduct of the exchange. The liaison officer for each party as at the date of this Agreement will be as set out in Item 3 of the Schedule, and may be amended during the term by written notice to the other party.
- 8.2 A notice under this Agreement will be in writing and sent by air mail, email or facsimile to the respective address specified in Item 3 of the Schedule or such revised address notified in accordance with clause 8.3.
- 8.3 Any notice given under this Agreement is deemed to be received as follows:
- (a) if by airmail, on the seventh day after posting; and
  - (b) if by email or facsimile, on the day of transmission provided it is sent before 5.00pm on a business day in the jurisdiction of the recipient, and otherwise is deemed to be received on the next following business day.

## 9 Insurance

- 9.1 Each party warrants to the other party that it has in place and will maintain, at its cost, adequate liability coverage (relevant to and at a level that is at least commensurate with the standard practice of similar institutions of its jurisdiction) including but not limited to public risk and professional indemnity. Upon request by a party, the other party will provide documentary evidence confirming the above.
- 9.2 Each party will require their Exchange Students to obtain their own insurance in relation to travel, medical and incidental expenses, personal accident/illness and personal property.

## 10 Privacy

- 10.1 Each party agrees, in relation to all Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Agreement, to:
- (a) comply with any Privacy Law, as amended from time to time:
    - (i) by which it is bound; and
    - (ii) by which the other party is bound and in respect of which the other party gives written notice to it to comply as if it was also bound,
  - (b) ensure the Personal Information is only used for the purpose of performing



its obligations under this Agreement and take all reasonable steps to ensure the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;

- (c) not disclose any Personal Information without the written authority of the other party or the individual to whom the Personal Information relates; and
- (d) immediately notify the other party where it becomes aware that a disclosure of Personal Information may be required by law.

10.2 For the purposes of this Agreement:

- (a) **Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW), being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonable be ascertained from the information or opinion;
- (b) **Privacy law** means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to any Personal Information; and
- (c) CSU is bound, as at the date of this Agreement, to comply with the *Privacy and Personal Information Protection Act 1998* (NSW) (**PPIPA**) and the Information Privacy Principles under the PPIPA applying to NSW public sector agencies and hereby notifies the Exchange Institution to comply with those Privacy laws in respect of Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Agreement as if the Exchange Institution was bound.

10.3 Nothing in this clause 10 is intended to require a party to deal with Personal Information in a manner which would case that party to breach a Privacy law by which it is bound.

## 11 Dispute Resolution

11.1 If any dispute or difference arises in connection with this Agreement, then the parties shall negotiate in good faith using their best endeavours to resolve the dispute or difference.

11.2 If the dispute or difference cannot be resolved in the first instance, the parties agree to refer the dispute to, as applicable, the Vice Chancellors or Chief Executive Officers or equivalent, or their nominees to resolve the dispute by an ad hoc committee which will be composed of one member appointed by each of the contracting parties and another chosen by mutual agreement.

11.3 Each party must continue to perform its obligations under this Agreement, despite and during any dispute negotiation or mediation being conducted under this clause 11.

## 12 General

12.1 **Entire Agreement** This Agreement is the entire agreement between the parties in relation to its subject matter and replaces all previous agreements, understandings and arrangements in relation to the same subject matter.

12.2 **Variation** Any amendment to this Agreement must be in writing and signed by both parties.

12.3 **Survival** Any accrued rights and remedies of a party will survive termination or

expiry of this Agreement. The following clauses will survive expiry or termination of this Agreement: 7.3, 9, 10, 11 and this clause 12.4 and any other clause which by its nature is intended to survive.

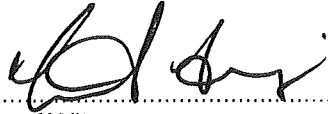
- 12.4 **Relationship of Parties** Nothing in this Agreement shall render either party an agent, employee or partner of the other party and neither party shall hold itself out as an agent, employee or partner of the other party.
- 12.5 **Assignment** A party must not assign or novate any of its rights, obligations or interest under this document without the prior written consent of the other party.
- 12.6 **Waiver** A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

# Execution clauses

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Executed as an Agreement.

Signed on behalf of **CHARLES STURT UNIVERSITY** in the presence of: )  
)  
)



Signature of Witness

EMMA LEWIS

Print name of Witness

Administration Support

Position

1/7/19

Date



Professor Andrew Vann  
Vice-Chancellor

1/7/19

Date

Signed on behalf of **NORTH DAKOTA STATE UNIVERSITY** in the presence of: )  
)  
)



Signature of Witness

LaDonna DeGeldore

Print name of Witness

Executive Assistant

Position

7/19/19

Date



Dean L. Bresciani, PhD  
President

7-19-19

Date

## Schedule: Agreement Details

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### Item 1 Date of Commencement

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Date of final signing

### Item 2 Date of Completion

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Five (5) years from date of Final Signing

### Item 3 Liaison Officer Details and Address for Notices

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<b>CSU Exchange Liaison Officer</b>	<b>Name:</b> Ms Alice Woods <b>Position:</b> Mobility Officer, CSU Global <b>Division:</b> Office of Global Engagement and Partnerships <b>Organisation:</b> Charles Sturt University <b>Address:</b> Panorama Avenue Bathurst New South Wales 2640 Australia <b>Telephone:</b> + 61 2 6338 4068 <b>Email:</b> alwood@csu.edu.au
<b>NDSU Exchange Liaison Officer</b>	<b>Name:</b> Alicia Kauffman <b>Position:</b> Director <b>Division:</b> Office of International Student and Study Abroad Services <b>Organisation:</b> North Dakota State University <b>Address:</b> 1340 Administration Ave  Fargo, ND 58102 United States <b>Telephone:</b> +1 701-231-8046 <b>Facsimile:</b> +1 701-231-1014 <b>Email:</b> Alicia.Kauffman@ndsu.edu