

STUDENT EXCHANGE & STUDY ABROAD AGREEMENT

THIS AGREEMENT commences on the 1st day of January 2007

BETWEEN

Göteborg University, Göteborg, Sweden ("Göteborg")

AND

The University of Newcastle, Callaghan, New South Wales, Australia ("Newcastle")

RECITALS

Göteborg and Newcastle, recognising the benefits of educational and cultural exchanges, wish to enter this Agreement to establish a student exchange program.

The program will enable students to enrol in subjects at the Host Institution for which credit will be awarded towards their degree at the Home Institution.

NOW THIS AGREEMENT WITNESSES that the parties have agreed as follows:

1. Definitions

- 1.1 "Home Institution" means the institution at which the student intends to graduate.
- 1.2 "Host Institution" means the institution which has agreed to accept the student from the Home Institution.
- 1.3 "Semester or "Academic year" means the period relevant to the Host institution.

2. Responsibilities of the Host Institution

- 2.1 The Host institution will inform the Home Institution of subject and course availability and any enrolment limitations or conditions at least two months before the beginning of an academic year.
- 2.2 The Host Institution will accept and enrol exchange students as full-time, "non-award" students for the duration of their exchange.
- 2.3 The Host Institution will forward a copy of the academic record of the exchange student to the Home Institution on the completion of the requirements of the subjects or courses for which the student is enrolled.

- 2.4 The Host Institution will accord to exchange students the same privileges enjoyed by regular students including, but not limited to, library facilities, membership of the Student Union and access to recreational facilities.
- 2.5 The Host Institution will provide the same academic resources and student services which are available to all students at the Host Institution.
- 2.6 The Host Institution will ensure a health insurance plan appropriate to conditions in the Host Institution's country is available for exchange students.
- 2.7 The Host Institution will provide the following goods and services at no cost to the exchange student:

Tuition and related costs including course materials, fieldwork and laboratory costs
Orientation Program
Reports and Statement of Results
Reception on arrival

3. Responsibilities of the Home Institution

- 3.1 The Home Institution shall satisfy itself that a candidate for exchange has the ability to meet all her or his financial responsibilities as set out in Clause 4 of this Agreement. This should include provision for accommodation and other living expenses during recess periods or mid-semester breaks or vacations particularly the long vacations between the end of one academic year and the beginning of another academic year.

4. Responsibilities of Exchange Students

- 4.1 Exchange students are responsible for obtaining official approval from the Home Institution for subjects or courses to be taken at the Host Institution and for ensuring that they obtain a copy of their official academic results from the Host Institution.
- 4.2 Exchange students will be subject to the rules and procedures specified by the Host Institution for the semester or academic year in which they are enrolled at the Host Institution.
- 4.3 Exchange students will be responsible for the costs of:
 - travel to and from the Host Institution
 - books and stationery
 - travel documentation including visas
 - accommodation and living expenses
 - voluntary social and sporting club memberships and fees
 - health insurance relevant to the country of the Host Institution

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5. Selection and Enrolment of Students

- 5.1 The Home Institution will screen applications from students seeking to participate in an exchange program and will select only those students of high academic standing who it considers will be able to complete successfully their nominated subjects at the Host Institution.
- 5.2 Undergraduate and postgraduate students are eligible to participate in an exchange program if they have:
- successfully completed at least one year of study at the Home Institution and will be enrolled at the Home Institution and the Host Institution for the whole period of the exchange; and
 - their enrolment proposal, which may include a clinical or practical assignment, approved by the Home Institution and the Host Institution; and
 - evidence of English as a first language or an approved English language test score (eg. A TOEFL score of 550 with TWE 4.5, or a minimum score of 213 in the computer-based C-TOEFL with TWE of 4.5, or an IELTS score of 6.5 with no sub-test score less than 6.0, or other recognised English language test).
- 5.3 Each institution will send to the other institution completed applications for participation in an exchange program at least sixteen (16) weeks before the beginning of the entry semester. The Host Institution reserves the right of final approval on the applications for admission to its Institution.

6.0 Numbers of Exchange Students

- 6.1 The numbers of exchange students will be subject to the following conditions:
- a maximum of one/two full year students from each Institution may participate in an exchange program during the first year of this Agreement.
 - the number of participants may be increased in subsequent years by agreement of both Institutions.
 - reasonable efforts shall be made by both institutions to balance the number of exchange students over the period of this Agreement. In assessing balance one student who enrolls at the Host Institution for two semesters shall be considered the equivalent of two students each enrolling for one semester.

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7.0 Accommodation

- 7.1 The Host Institution cannot guarantee accommodation on-campus for exchange students. Every effort will be made by the Host Institution however to assist students to obtain on-campus accommodation or off-campus accommodation within a reasonable distance of the campus.
- 7.2 As soon as dialogue opens at the Home Institution concerning an exchange the student should be advised that it may not be possible for the Host Institution to provide on-campus accommodation and that he or she is responsible for all accommodation and associated costs.

8. Accompanying Persons

- 8.1 It is not anticipated that partners or spouses or dependants will accompany participants. Where such an arrangement is proposed it is subject to the approval of the Host Institution and on the understanding that all expenses incurred by accompanying persons are the responsibility of the exchange student.

9. Direct Enrolment – Study Abroad Program

- 9.1 Students from Göteborg can apply by direct enrolment for Newcastle's Study Abroad program for one semester or the full year. The number of students applying by direct enrolment will be determined by mutual agreement. Students from Göteborg will remain eligible for a discount (fee reduction) to the standard Study Abroad tuition fee for the term of this Agreement.

10. Taxes Imposts or Charges

- 10.1 In the event that any tax, impost or charge including sales tax, goods and services tax, value added or similar tax is or becomes payable in respect of supplies made under this Agreement, the consideration payable hereunder shall be increased by the amount of the tax imposed and the supplier shall be entitled to recover the increased amount from the recipient.

11. Term of the Agreement

- 11.1 This Agreement will commence on the date hereinbefore written and shall continue for three years subject to Clause 11.2 of this Agreement.
- 11.2 This Agreement may be terminated by either party at any time by giving six months written notice to the other party.
- 11.3 If this Agreement has not been earlier terminated pursuant to Clause 11.2 of this Agreement it will be reviewed by both parties no later than one month prior to the date of termination with a view to renewal for a further term on such terms and conditions as are agreed by the parties.

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12. Dispute Resolution

12.1 The parties agree that any dispute between them as to the intent or meaning of this Agreement or the rights or obligations of any party shall if unable to be resolved by senior officers of both institutions be referred in the first instance to a private and independent mediation by a mutually acceptable suitably qualified mediator who shall assist the parties to reach an agreed resolution of the issue but who shall not be empowered to impose any resolution.

13. Governing Law

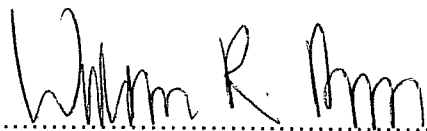
13.1 This Agreement shall be governed and construed in accordance with the laws for the time being in force in the State of New South Wales in the Commonwealth of Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

14. Entire Agreement

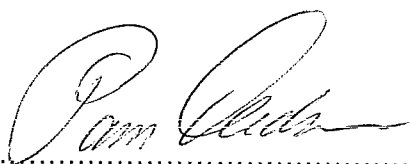
14.1 This Agreement constitutes the entire agreement between the parties. No amendments, consent or waiver of the terms of this Agreement shall bind either party unless in writing and signed by both parties.

14.2 Both universities subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, national origin or physical disability.

SIGNED BY:


.....
Professor William Purcell
Pro Vice-Chancellor (International)
The University of Newcastle

15.11.06
.....
Date


.....
Professor Pam Fredman
Vice-Chancellor
Göteborg University

070525
.....
Date

APPENDIX 1

2007 Program Fee (per semester):

Study Abroad Tuition Fee	AUD	6,500
Overseas Student Health Cover	AUD	175
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TOTAL COST	AUD	6,675
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The UNIVERSITY
of NEWCASTLE
AUSTRALIA

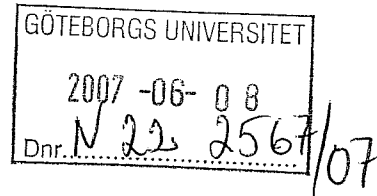
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19 April 2007

Marlene Nordquist
Deputy Director/International Office
GÖTEBORG UNIVERSITY
External Relations
Erik Dahlbergsgatan 11 B
Box 100
405 30 Göteborg
SWEDEN



Dear Marlene,

Please find enclosed two original copies of the agreement between Göteborg University and The University of Newcastle.

Could you please sign and date both copies of the agreement, retaining one original copy for your records and returning one original copy to me.

I look forward to strengthening our relationship further in the future for the benefit of our students and of both organizations.

Yours sincerely,

Alex Tagaroulias