

3rd September 2018

STUDY ABROAD AGREEMENT

SWINBURNE UNIVERSITY OF TECHNOLOGY, AUSTRALIA

("Swinburne")

and

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

("Sathyabama")



Date: 3rd September 2018

PARTIES:

SWINBURNE UNIVERSITY OF TECHNOLOGY a body politic and corporate under the *Swinburne University of Technology Act 2010 (Vic)* of John Street, Hawthorn in the State of Victoria, Australia

("Swinburne")

AND:

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, a Deemed to be University established under Sec. 3 of the UGC Act, 1956 located at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai, India

("Sathyabama")

RECITALS:

- A. Swinburne is an internationally recognised university and a provider of a range of certificate, diploma, degree and post-graduate programs both in Australia and overseas.
- B. Sathyabamais an internationally recognised university and a provider of a range of degree and post-graduate programs in India.
- C. Swinburne and Sathyabama wish to develop Study Abroad Programs for students from the Home Institution. The aims of such Study Abroad Programs, in addition to allowing study abroad, may include the provision of opportunities for students to experience university life, develop an understanding of the Host Institution and country and its education system, history, natural and social environment and to enhance cross cultural and communication skills.
- D. The purpose of this Agreement is to set out the terms and conditions between Swinburne and Sathyabama.

OPERATIVE PART:

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

- (a) "**Agreement**" means this Agreement including the Schedules;
- (b) "**Commencement Date**" means the commencement date of this Agreement specified in Item 3 of Schedule 1;
- (c) "**End Date**" means the end date of this Agreement set out in Item 3 of Schedule 1;
- (d) "**Home Institution**" means the institution at which a Study Abroad Student is enrolled in a course, completion of which would entitle him or her to an award;
- (e) "**Host Institution**" means the institution at which a Study Abroad Student is or shall be temporarily enrolled for the purposes of the Study Abroad Program;
- (f) "**Study Abroad Office**" means the office at each institution that administers the Study Abroad Program specified in Schedule 1;

- (g) **"Study Abroad Program"** means a program of study whereby a student is temporarily enrolled at a Host Institution for an agreed period of study, where tuition fees are paid to the Host Institution;
- (h) **"Study Abroad Student"** means a student of the Home Institution who is temporarily enrolled at the Host Institution to undertake a semester or year of study and pays a fee to the Host Institution for the relevant period of study;
- (i) **"Study Period"** means the duration of the Study Abroad Program; and
- (j) **"Term"** means the duration of this Agreement as set out in Item 3 of Schedule 1.

2. OPERATION

- 2.1. This Agreement commences on the Commencement Date and continues for the Term unless it is terminated pursuant to clause 10 of this Agreement.
- 2.2. In the absence of termination (pursuant to clause 10 of this Agreement) the parties shall discuss renewal of this Agreement at least six months prior to the End Date.

3. STUDY ABROAD PROGRAMS

The parties will facilitate Study Abroad Programs under which Study Abroad Students will study at the Host Institution for an academic semester or year.

4. RESPONSIBILITIES OF PARTICIPATING UNIVERSITIES & STUDENTS

4.1. Host Institution

The Host Institution undertakes to:

- (a) accept and enrol the Study Abroad Students as full time students;
- (b) provide each Study Abroad Student with the same academic resources and support services that are available to all students of the Host Institution;
- (c) provide each Study Abroad Student with a student identification card;
- (d) provide each Study Abroad Student with a copy of their academic transcript in respect of the subjects undertaken at the Host Institution;
- (e) forward a copy of the academic transcript for each Study Abroad Student to the Home Institution's Study Abroad Office within three months of the completion of the Study Period;
- (f) provide any other appropriate informal reports on the performance of Study Abroad Students, upon request; and
- (g) take all reasonable steps to ensure the safety and well-being of Study Abroad Students.

4.2. Home Institution

The Home Institution undertakes to:

- (a) select prospective Study Abroad Students in accordance with clauses 5.1 and 5.2;
- (b) where the Home Institution believes the requirements of clause 5.2 have been met, provide prospective Study Abroad Students with written approvals required by clause 4.3(a); and

- (c) award Study Abroad Students with the necessary credit for the subjects, units or courses successfully completed by them as part of the Study Abroad Program.

4.3. Study Abroad Students

- (a) Study Abroad Students are required, prior to enrolment in the Study Abroad Program, to obtain written approval from the Home Institution:
 - (i) to participate in the Study Abroad Program; and
 - (ii) to receive credit for subjects, units, or courses to be undertaken as part of the Study Abroad Program including consent from the relevant faculty or school at the Home Institution allowing credit to be granted towards the applicable award at the Home Institution upon successful completion of the Study Abroad Program.
- (b) Study Abroad Students are subject to the applicable policies and procedures at the Host Institution for the Study Period.

5. SELECTION OF STUDENTS

5.1. Selection of students for Study Abroad Program

- (a) Students shall submit their application to enrol in the Study Abroad Program with the Home Institution's Study Abroad Office.
- (b) The Home Institution shall consider applications by students seeking to enrol in the Study Abroad Program in accordance with clause 5.2.
- (c) The Host Institution reserves the right to accept or refuse the admission of prospective Study Abroad Students seeking to enrol in the Study Abroad Program.
- (d) Upon determining the outcome of the applications submitted, the Host Institution shall:
 - (i) communicate the outcome of each application for enrolment in the Study Abroad Program to the Home Institution's Study Abroad Office; and
 - (ii) provide the Home Institution's Study Abroad Office with written confirmation of the students who have been accepted to the Study Abroad Program.

5.2. Eligibility

- (a) The entrance and eligibility criteria for prospective Study Abroad Students wishing to enrol in the Study Abroad Program are set out in Schedule 2.
- (b) The parties acknowledge that the entrance and eligibility criteria specified in Schedule 2 may, on mutual agreement between the parties, be amended from time to time.
- (c) The Home Institution must not:
 - (i) allow any person to be enrolled in the Study Abroad Program unless they meet the entrance and eligibility criteria specified at Schedule 2; or
 - (ii) represent to any person that they may enrol in or undertake the Study Abroad Program unless they meet the entrance and eligibility criteria specified at Schedule 2 and are able to enrol as a student of the Host Institution for the Study Period.

6. HOST INSTITUTION & STUDY ABROAD STUDENTS

6.1. Fees

- (a) The Home Institution will inform all students who are accepted into the Study Abroad Program that they are required to pay the Study Abroad Program fee in accordance with Host Institution policies applicable for the relevant year of admission to the program.
- (b) Swinburne may provide scholarships to Study Abroad Students in accordance with Schedule 3.

6.2. Other Financial Responsibilities

- (a) The Home Institution undertakes to advise students of the anticipated financial liabilities that are likely to be incurred during the Study Period, prior to their acceptance of an offer for enrolment by the Host Institution.
- (b) The parties agree that during the Study Period, the Study Abroad Students shall be solely responsible for:
 - (i) all travel related expenses;
 - (ii) medical and travel insurance as may be required by the Host Institution;
 - (iii) accommodation, living and meal expenses;
 - (iv) all travel documentation and costs related to visa application;
 - (v) study materials;
 - (vi) any fees that may be payable to the Host Institution's student organisation or student welfare organisation; and
 - (vii) any other debts or liabilities that may be incurred.

6.3. Accommodation

- (a) The Host Institution shall assist students to arrange suitable accommodation for the Study Period.
- (b) The payment of any deposit, rent, service charges or other expenses that may be associated with the accommodation arranged pursuant to clause 6.3(a) remains the sole responsibility of the student.

6.4. Facilities

Study Abroad Students will be provided with access to all facilities of the Host Institution as would normally be provided for any student enrolled at the Host Institution during the Study Period.

7. PROMOTION

Neither party is entitled to use the other party's name, logo or any other related promotional material in its marketing activities including recruitment of students and marketing, without the prior written consent of the other party.

8. REVIEW

- 8.1. The parties shall engage in an annual review of the Study Abroad Programs on each anniversary of the Commencement Date.
- 8.2. During the review process the parties shall endeavour to:
 - (a) jointly identify any modifications to the Study Abroad Program and/or this Agreement as may be required;
 - (b) take appropriate action, including amending this Agreement, to remedy any modifications to the Study Abroad Program and/or this Agreement that are identified; and
 - (c) identify and pursue new opportunities for cooperation in the areas of scholarship and research.

9. EDUCATION SERVICES FOR OVERSEAS STUDENTS IN AUSTRALIA

The parties acknowledge that the Australia Education Services for Overseas Students Act 2000 ("ESOS Act") regulates the delivery of education services to international students by Australian educational institutions and establishes a National Code of Practice in respect of such educational services. Swinburne warrants that the activities outlined in this Agreement comply with the requirements pertaining to Swinburne as a "registered provider" under the ESOS Act, including the terms of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, a copy of which is available at <https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>.

10. TERMINATION

- 10.1. Either party may terminate this Agreement by giving the other party six months written notice.
- 10.2. On termination, this Agreement is at an end as to its future operation except for the enforcement of any right or claim which arises on, or has arisen before, termination.
- 10.3. Upon termination of this Agreement, notwithstanding the termination, both parties must ensure that all programs that are subject to this Agreement and which are in progress at the date of termination are completed by either continuing to deliver to students the courses in which they are enrolled according to the terms of this Agreement or making all the necessary arrangements to have the program completed at another institution. In completing delivery of the program, the parties must abide by all their obligations under this Agreement as if this Agreement was still in force.

11. GENERAL

- 11.1. If there is any conflict between the main body of this Agreement and any Schedules comprising it, then the provisions of the main body of this Agreement prevail.
- 11.2. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 11.3. This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia.

11.4. This Agreement constitutes the entire agreement between the parties. This Agreement cannot be varied or cancelled, unless such variation or cancellation is in writing and signed by a duly authorised representative of each party.

11.5. Any notice, consent, demand, request or other instrument ("an instrument") which any party desires or is required to give or serve pursuant to this Agreement must be in writing in English signed by the party giving or serving it or on its behalf by any person authorised by such party including its solicitor or attorney and may be given, served or delivered by email or prepaid post to the party being served at any one or all of the following addresses:

SWINBURNE UNIVERSITY OF TECHNOLOGY

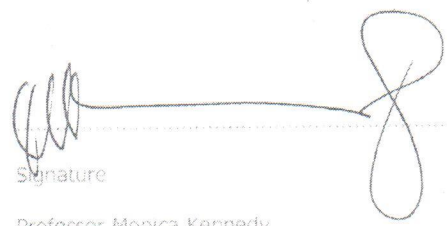
As described in Item 1 of Schedule 1 to this Agreement

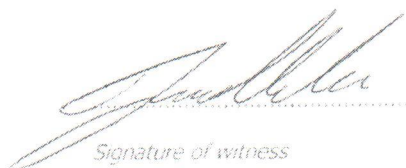
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

As described in Item 2 of Schedule 1 to this Agreement.

EXECUTED as an Agreement.

SIGNED for and on behalf of **SWINBURNE UNIVERSITY OF TECHNOLOGY** in the presence of:

) 
)
) Signature
) Professor Monica Kennedy
Pro Vice-Chancellor (International)

 08/10/18
Signature of witness

SIGNED for and on behalf of **SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY** in the presence of:

) 
)
) Signature
) Dr. S. Sundar Manoharan
Vice Chancellor


Signature of witness

Dr. S. SUNDAR MANOHARAN, Ph.D.,
VICE CHANCELLOR

SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai – 600 119.



SCHEDULE 1

ITEM 1

SWINBURN UNIVERSITY OF TECHNOLOGY

Contact and address for Notices:

Priscila Trevisan
Associate Director, International Programs

Swinburne University of Technology
Hawthorn, Victoria, 3122, Australia
PO Box 218 I Mail No: H87

Telephone: +61 3 9214 5969

Email: ptrevisan@swin.edu.au

ITEM 2

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

Contact and address for Notices:

Dr. T. Sasipraba
Pro Vice Chancellor

Sathyabama Institute of Science and Technology
Rajiv Gandhi Road, Jeppiaar Nagar,
Chennai 600119 India

Telephone: +91 44 2450 3065

Email: provc@sathyabama.ac.in

ITEM 3

Commencement Date: 1 February 2019

Term of Agreement: 3 years

End Date: 31 January 2022

ITEM 4

Contact details for operational matters:

Swinburne University of Technology:

Priscila Trevisan
Associate Director, International Programs

Swinburne University of Technology
Hawthorn, Victoria, 3122, Australia
PO Box 218 I Mail No: H87

Telephone: +61 3 9214 5969

Email: ptrevisan@swin.edu.au

Sathyabama Institute of Science and Technology:

Dr. T. Sasipraba
Pro Vice Chancellor

Sathyabama Institute of Science and Technology
Rajiv Gandhi Road, Jeppiaar Nagar,
Chennai 600119 India

Telephone: +91 44 2450 3065

Email: provc@sathyabama.ac.in

SCHEDULE 2

ENTRANCE AND ELIGIBILITY CRITERIA

To be eligible to participate in the Study Abroad Programs, students must:

- (a) be enrolled at the Host Institution for the Study Period;
- (b) be capable of meeting the financial responsibilities during the Study Period as outlined in clause 6.1 and 6.2;
- (c) have an enrolment proposal which has been approved by the Home Institution and the Host Institution;
- (d) be deemed academically qualified to successfully complete the nominated subjects, or programs, at the Host Institution as part of the Study Abroad Program;
- (e) have obtained consent from the relevant faculty or school at the Home Institution allowing credit to be granted towards the applicable award at the Home Institution upon successful completion of the subjects at the Host Institution; and
- (f) have satisfied any language proficiency requirements of the Host Institution which may be implemented or amended from time to time.

SCHEDULE 3

SWINBURNE SCHOLARSHIPS

1. Swinburne will provide full scholarships to cover the tuition fees for a semester Study Abroad Program, for one in every six newly enrolled full-fee paying Study Abroad Students in the same semester.
2. Where the number of newly enrolled full-fee paying Study Abroad Students in the same semester is not a multiple of six, the number of scholarships available for offer will be rounded down to the nearest multiple of six, therefore no partial scholarships will be awarded by Swinburne.
3. These scholarships are conditional upon no agent commission payable by Swinburne for all Students. Where agents are involved, this offer is not applicable.
4. Sathyabamawill recommend a scholarship recipient to Swinburne and provide the assessment used for the nomination of the scholarship recipient.
5. Swinburne will allocate the scholarship to the recommended recipient if the assessment for the nomination of the scholarship recipient is deemed appropriate.
6. The scholarship is personal to the recipient and cannot be transferred to another individual.
7. The scholarship has no cash value and is not refundable.
8. The scholarship is not transferable between programs.
9. The scholarship cannot be deferred.
10. All conditions of the offer must be met.
11. If the scholarship covers a program that has attendance requirements, the scholarship holder must maintain the required percentage attendance.
12. Swinburne reserves the right to cancel the scholarship at any time in the event that the scholarship holder fails to comply with any applicable standards of conduct, statutes, regulations, policies and procedures of the University including any finding of academic or general misconduct.
13. The scholarship holder accepts these conditions by signing the offer acceptance form.