



Student Exchange Agreement

The University of Newcastle

And

Universitas Airlangga

NEWCASTLE | **CENTRAL COAST** | **SYDNEY** | **SINGAPORE**

The University of Newcastle
Callaghan NSW 2308 Australia

enquirycentre@newcastle.edu.au
CRICOS Provider Number: 00109J

T +61 2 4921 5000
newcastle.edu.au

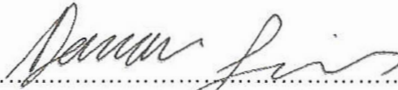
Schedule – Details

University	The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308, Australia Address for Notices: Ms Debbie Choi Manager, Mobility and Scholarships, UON Global Global Engagement & Partnerships Division Telephone: +61 2 4921 2097 Email: debbie.choi@newcastle.edu.au
Academic Institution	Universitas Airlangga Jalan Airlangga, 4-6 ASEEC (Airlangga Sharia & Entrepreneurship Education Center) Tower, 12th Floor, Gubeng 60286 Address for Notices: Iman Harymawan, Ph.D Director of Airlangga Global Engagement Email: int.partnership@global.unair.ac.id
Commencement Date	1 January 2023
Completion Date	31 December 2025
Student Maximum	One (1) semester place per year
Arbitration Centre and Arbitration Location	Australian Centre for International Commercial Arbitration (ACICA) in Sydney
Special conditions	NIL

Execution

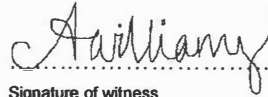
Executed as an Agreement

Executed by an authorised person of the **University of Newcastle** ABN 15 736 576 735 in the presence of:


Signature of authorised person

Damon Ferris

Name of authorised person

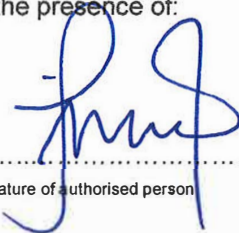

Signature of witness

Amy Williams

Name of witness


Date: 13/01/2023

Executed by)
Universitas Airlangga)
in the presence of:)
)


Signature of authorised person

Iman Harymawan, Ph.D

Name of authorised person


Signature of authorised person/witness

Dina Septiani, Ph.D

Name of witness

Date: 24/01/2023

NEWCASTLE | **CENTRAL COAST** | **SYDNEY** | **SINGAPORE**

The University of Newcastle
Callaghan NSW 2308 Australia

enquirycentre@newcastle.edu.au
CRICOS Provider Number: 00109J

T +61 2 4921 5000
newcastle.edu.au

Background

- A. The parties share the common objectives of:
- (i) broadening the scope of the academic curriculum available in their programs;
 - (ii) providing opportunities for unique learning experiences for their students in an overseas environment; and
 - (iii) promoting cooperation between the parties.
- B. As part of the implementation of those objectives, the parties have agreed to establish and operate a Student Exchange Program (the **Program**), in accordance with the terms of this Agreement.

Operative Part

1. Term of this Agreement

- (a) This Agreement comes into operation on the Commencement Date and continues until the Completion Date (the **Term**), unless terminated in accordance with clause 10.
- (b) This Agreement may be extended by the parties agreeing in writing to a specified period of extension, at least 30 days prior to the expiry of the initial Term.
- (c) Where the parties agree to extend this Agreement, the Term will be amended to include the agreed extension period, and the terms of this Agreement will continue to apply during the amended Term.

2. Eligibility to participate in the Program

A student is eligible to participate in the Program if the student:

- (a) has successfully completed at least 1 year of study at his or her home institution and is in good academic standing; and
- (b) meets the host institution's language proficiency requirements.

3. Information to be provided to students about the Program

- (a) Each party will make available to students who apply to participate in the Program, information provided by the other party concerning:
 - (i) the host institution's campus, resources and facilities;
 - (ii) the host institution's teaching and assessment methods;
 - (iii) the courses which will be offered as part of the Program, and any conditions of enrolment into those courses;
 - (iv) the host institution's admission requirements and process;

- (v) the academic semesters for the host institution;
 - (vi) accommodation (on-campus and off-campus) and cost of living in the host country;
 - (vii) the application process and conditions of any student visa; and
 - (viii) any fees (other than tuition fees) payable to the host institution.
- (b) Each party will advise students who apply to participate in the Program that the student:
- (i) will be responsible for all costs in relation to studying at the host institution, including:
 - (A) travel to and from the host country;
 - (B) obtaining the necessary visas and approvals to study in the host country;
 - (C) accommodation and living expenses (including during breaks in the academic year);
 - (D) overseas student health cover (which is mandatory to be eligible to study in Australia);
 - (E) travel insurance; and
 - (F) all other debts and incidental expenses incurred during the course of the Program;
 - (ii) will be required to pay tuition fees to the home institution, not to the host institution;
 - (iii) will be required to enroll at the host institution on a full time basis;
 - (iv) will be subject to the host institution's policies, rules and procedures and the host country's laws while studying at the host institution;
 - (v) will have the rights and privileges enjoyed by other students at the host institution, including access to academic resources, library facilities, student services, and recreational facilities;
 - (vi) will be the subject to the same assessment procedures for the course in which they are enrolled as students of the host institution; and
 - (vii) must return to the home institution upon completion of the Program at the host institution.

4. Selection and number of participants in the Program

- (a) The parties will advise its students to apply for the Program directly with the host institution at least 60 days before the start of the courses nominated for study by the students.

- (b) The parties will only select students who meet the eligibility criteria and whom the host institution considers will be able to successfully complete the nominated courses of study.
- (c) Each party retains its authority to determine, in its absolute discretion, whether to accept a student to study at its institution as part of the Program.
- (d) Each party will notify the other party which students it is accepting into the Program at least 42 days before the start of the courses nominated for study by the students.
- (e) The parties agree that:
 - (i) in the absence of written agreement to the contrary, each party will accept up to the Student Maximum each year during the Term; and
 - (ii) the number of students participating in the Program will be balanced between them over the Term.

5. Receiving students into the Program

- (a) Each party, in its capacity as a host institution, will enrol each student participating in the Program as a full-time non-award student for the duration of his or her studies.
- (b) Each party, in its capacity as a host institution, will provide to each student participating in the Program:
 - (i) a reception on the student's arrival at the host institution;
 - (ii) an orientation program for studying at the host institution;
 - (iii) tuition (including relevant field and laboratory work) and course materials for the student's courses; and
 - (iv) academic results for the student's courses of study.
- (c) Each party, in its capacity as a host institution, will provide each student participating in the Program with the same privileges and rights as other students of the host institution, including access to academic resources, library facilities, student services and recreational facilities.

6. Completion of courses

Once a student completes his or her studies in their enrolled courses at the host institution, the host institution will make available a copy of the academic record to the student as soon as the results are available.

7. Fees

- (a) The parties agree that each student participating in the Program will not be required to pay the tuition fees to study courses at the host institution, and each host institution will waive the tuition fee for students participating in the Program.

- (b) No monetary consideration will be exchanged between the parties, and there will be no sharing of fees or profits in relation to the Program.

8. Obligations for University students studying in Australia

- (a) The Academic Institution acknowledges that the University has obligations under the *Education Services for Overseas Students Act 2000* (Cth) in relation to each student from the University, including reporting each student who fails to comply with the requirements of his or her visa and the requirements of his or her course of study at the University to the Commonwealth Government of Australia.
- (b) The University Academic Institution acknowledges that each student studying at the University under the Program is required to have overseas student health cover for the duration of his or her stay in Australia. The Academic Institution will advise each of its students participating in the Program that the University can arrange for overseas student health cover for the student through the University's preferred provider. If a student wishes to take up this option, the student must request the University to arrange such cover in his or her application to participate in the Program.

9. Cessation of a student's participation in the Program

- (a) A party, in its capacity as a host institution, may terminate a student's participation in the Program immediately by giving written notice to the home institution and the student, if the student:
 - (i) breaches the host institution's policies, rules and procedures while studying at the host institution;
 - (ii) breaches the requirements of any visa obtained in order to study in the host country;
 - (iii) fails to maintain full-time attendance and satisfactory academic performance as required by the host institution;
 - (iv) for students studying at the University, fails to take out and maintain overseas student health cover for the duration of his or her stay in Australia; or
 - (v) breaches any law of the host country.
- (b) If a student's participation in the Program is terminated in accordance with clause 9(a), the parties must use their best endeavours to ensure that the student returns to their home country as soon as possible (at the student's own cost).

10. Termination

- (a) Either party may terminate this Agreement by giving the other party 180 days' written notice.
- (b) Either party may terminate this Agreement by giving the other party 30 days' written notice if any law is identified that conflicts with, and does not permit the operation, of an essential term of this Agreement.

- (c) If this Agreement is terminated in accordance with clauses 10(a) or (b), current students will be allowed to complete their courses of study at the host institution, but no further students will be allowed to participate in the Program.

11. Termination or Variation under FAS Law

- (a) For the purposes of this Agreement, 'FAS Law' means the *Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Cth)*.
- (b) The parties acknowledge that the University is subject to the FAS Law that may affect the validity or enforceability of this Agreement, or may require it to terminate or vary this Agreement, if the University receives notice to do so by any government, statutory, public, or regulatory authority or body (**Notice**).
- (c) In the event the University is required to terminate this Agreement pursuant to a Notice, then the University may terminate this Agreement immediately.
- (d) In the event that the University is required to vary this Agreement pursuant to a Notice, the parties must co-operate in good faith to reach agreement on the variations required pursuant to the Notice. If the parties cannot agree on a variation within 20 business days from the date the University notifies the Academic Institution of the Notice, the University may terminate this Agreement immediately by written notice to the other parties.
- (e) In the event of termination pursuant to clause 11 of this Agreement, the Parties agree that:
- (i) the University will not be liable, in any circumstances, for any any claim, liability, damage, loss, cost or expense incurred or suffered by the Academic Institution or any student arising directly or indirectly from the termination; and
 - (ii) if (in the opinion of the University) it is necessary pursuant to the requirements of the FAS Law, the University may terminate by written notice the participation of all students in the Program, and the parties will comply with clause 9(b) with respect to those students; and
 - (iii) if the University does not exercise its right under clause 11(e)(ii), then clause 10(c) will be deemed to apply.
- (f) The Academic Institution acknowledges that the University must comply with the FAS Laws, and the Academic Institution agrees:
- (i) the University may undertake any action or disclose any information (including the terms of this Agreement) to any government, statutory, public, or regulatory authority or body to comply with the FAS Laws; and
 - (ii) that the details of this agreement may be published pursuant to the FAS Laws.
- (g) The Academic Institution agrees to provide reasonable assistance if requested to ensure the University complies with the FAS Laws.

12. Dispute Resolution

Without limiting the parties' right to terminate this Agreement, if a dispute arises under this Agreement and the parties are unable to resolve the dispute through informal means such as meetings with executives or mediation, then the dispute will be referred to and finally resolved by the Arbitration Centre. The arbitration will be conducted in the Arbitration Location in accordance with the United Nations Commission on International Trade Law (**UNCITRAL**) Rules. The number of arbitrators will be one and the language of arbitration will be English.

13. Privacy

- (a) For the purpose of this clause:
 - (i) **Personal Information** has the meaning given to it in the Privacy Laws.
 - (ii) **Privacy Laws** means the *Privacy and Personal Information Protection Act 1998* (NSW) and any ancillary rules, guidelines, orders, directions, directives or other instrument made or issued under them with which the either party is bound to comply.
- (b) If the University transfers Personal Information of its personnel or students to the Academic Institution in the course of the arrangement described in this Agreement, then the Academic Institution must ensure it complies with all applicable Privacy Laws with respect to such Personal Information.
- (c) By providing the University with Personal Information about any individual, the Academic Institution warrants that:
 - (i) it has notified each individual that his or her Personal Information will be disclosed to the University, and that the University will collect, hold and use that Personal Information; and
 - (ii) each individual has agreed to his or her Personal Information being disclosed, collected, held and used by the University.

14. Special conditions

If the Details Schedule of this Agreement set out any special conditions, those conditions are incorporated into and form terms of this Agreement. In the event of an inconsistency, the special conditions will prevail.

15. Notices

Any notice under this Agreement must be in writing, and may be delivered to a party at the addresses and numbers set out in the Details of this Agreement. A party may change its addresses or numbers for notices by notifying the other party in writing.

16. Further assurances

Each party will promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to the receiving party) required by law or reasonably requested by the other party to give effect to this Agreement or any obligation under it.

17. Assignment

Neither party may transfer, assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party.

18. Relationship between the parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

19. Variations

Any variation to this Agreement must be in writing signed by, or on behalf of, both parties.

20. Governing Law

This Agreement is governed by and construed in accordance with the laws of New South Wales.

21. Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this, and all together constitute one agreement.

22. Language

This Agreement will be signed in identical copies, in English and Bahasa Indonesia, as well as any other languages that the Parties mutually agreed to, by the authorised representative of each university, all texts being equally valid. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.