

ACADEMIC & STUDENT EXCHANGE AGREEMENT

between

THE UNIVERSITY OF WESTERN SYDNEY, AUSTRALIA

and

UNIVERSIDAD DE CHILE, CHILE

1.0 PREAMBLE

- 1.1 Pursuant to the Academic Cooperation Agreement between the University of Western Sydney (hereinafter referred to as "UWS") and the Universidad de Chile (hereinafter referred to as "UCh"), the Parties agree to an academic and student exchange (hereinafter referred to as the "Exchange") subject to the following terms:

2.0 DEFINITIONS

- 2.1 In this Supplemental Letter of Agreement, unless otherwise stated or the context otherwise requires:
- a) "Student" means a student participating in the Exchange;
 - b) "Staff Participant" means a faculty member participating in the Exchange;
 - c) "Home University" means the University from which a student intends to graduate or the university which is the regular employer of staff participants, and;
 - d) "Host University" means the university which has agreed to host Exchange participants.

3.0 TERMS OF ACADEMIC STAFF EXCHANGE

- 3.1 Academic staff exchanges may be negotiated by either Party.
- 3.2 The number, timing and duration of academic staff exchanges may vary according to the needs of the particular program.
- 3.3 Reasonable efforts shall be made to involve equal numbers of faculty from UCh and UWS in the Exchange over the period of the Academic Cooperation Agreement.
- 3.4 The Host University shall not bear any financial responsibility for visiting academic participants except as may be arranged and explicitly documented for specific cases.
- 3.5 Financial encumbrances for visiting academic staff participants may be covered through grants from third parties if available.

- 3.6 Academic staff participants shall submit a report on the experience to both Parties.
- 3.7 The Host University shall make reasonable efforts to provide information and advice regarding matters which may enhance the Exchange experience for Participants, such as campus facilities, housing options, and visa requirements.

4.0 TERMS OF STUDENT EXCHANGE

- 4.1 The Exchange shall also be open to undergraduate and graduate students, who have completed at least two years of undergraduate study, unless otherwise agreed to by the host institution.
- 4.2 Exchange candidates shall be nominated by the Home University and approved by the Host University pursuant to normal procedures. The Host University reserves the right to reject an applicant and if so, an additional nominee may be nominated.
- 4.3 Students shall be expected to meet the language proficiency requirements of the Host University.
- 4.4 Students must sign an undertaking that they have or will obtain adequate health and travel insurance coverage to the satisfaction of the Host University and Home University. UWS and the UCh will not be liable to any students who sign the undertaking yet fail to obtain adequate health and travel insurance coverage. Further, students who sign the undertaking, yet fail to obtain adequate health and travel insurance coverage indemnify and agree to keep released and indemnified. UWS and the UCh for any loss, damages, costs or expenses arising from, or in relation to, the student's failure to obtain adequate health and travel insurance coverage, except to the extent that such loss, damages, costs or expenses arise out of negligent or unlawful acts or omissions by UWS or the UCh.
- 4.5 Students shall register at the Host University for one academic session or a maximum of one academic year.
- 4.6 Either Party may send students to the Host University for one academic session or for a full academic year. Sending two students for one session shall be considered equivalent to sending one student for a full academic year.
- 4.7 Students shall remain registered at the Home University throughout the period of the Exchange.
- 4.8 Course registration at the Host University shall be subject to the following terms:
 - a) the proposed program of studies at the Host University must be approved by the Home University prior to the Exchange;

- b) students shall be free to choose courses from the full range of courses available at the Host University (except Medicine and Dentistry), provided the students satisfy the individual course prerequisites and space is available. Registration in language courses will be studied case by case.
- c) the Host University shall make reasonable efforts to give Students the same priority for course registration as regular students at the Host University.

4.9 The number of student participants shall be subject to the following terms:

- a) during the first year of the Exchange a maximum of two (2) full-time equivalent students from the UCh and two (2) full-time equivalent students from UWS may participate in the Exchange, each for up to a full academic year;
- b) reasonable efforts shall be made to involve equal numbers of students from UCh and UWS in the Exchange over the period of the Academic Cooperation Agreement and Supplemental Letter of Agreement.
- c) in assessing balance, one student who registers for two academic sessions shall be considered equivalent to two students each registering for one academic session;
- d) if the number of incoming exchange students exceeds the maxima in any one semester, the extra participants may be required to pay the normal Study Abroad rate as their tuition fee to the Host University
- e) UWS will negotiate with the UCh to provide the UCh with an additional exchange place/s for a fixed number of Study Abroad (full fee paying) participants referred to it by the UCh;

4.10 Fees for Students shall be assessed according to the following terms:

- a) The Host University shall waive institutional application fees for students;
- b) Students shall pay the tuition for their respective programs at the Home University;
- c) Students shall pay the compulsory fees for their respective programs at the Home University. Compulsory fees may include Student's Union Operating/Building, Campus Recreation & Athletics. *Note: [An itemised list of compulsory fees should be agreed to by both the Home & Host Universities]* Students shall be advised at the time of registration of any additional fees, which are assessed as a condition of enrolment.

4.11 Financial responsibility for Students shall be based on the following:

- a) Students shall be expected to pay for all personal expenses, including but not limited to transportation, accommodation, meals, books, health insurance and entertainment;
- b) Students must obtain adequate health and travel insurance coverage, to the satisfaction of the Host University and Home University, as a requirement of the student exchange.
- c) the Host University shall not bear any financial responsibility for Students except as may be arranged and explicitly documented for specific cases;
- d) financial encumbrances may be covered through grants from third parties if available.

4.12 At the end of the academic session or upon request, the Host University shall send to the Home University an official transcript of the academic achievement of each Student.

4.13 Credit for course work completed by Students may be recognised as contributing to the degree requirements at the Home University, but this shall be at the discretion of the Home University.

4.14 Participation in this Exchange shall not give a student any preference or special status to register for a degree program at the Host University, subsequent to completion of an academic session under the Exchange.

4.15 The Host University shall assist students in locating suitable accommodation, shall offer a campus orientation, and shall provide advice regarding matters which may enhance the Exchange experience.

4.16 Students shall be bound by the rules and regulations of the Host University and the laws of the host country during the Exchange.

4.17 Each Party shall appoint an individual to coordinate the development and conduct of the Exchange.

4.18 The Exchange and Study Abroad Officer at UWS International and the equivalent person at UCh shall be responsible for the administrative details of the Student Exchange.

4.19 Any dispute arising under the terms of this Agreement which cannot be resolved by the Parties, shall be referred to an independent mediator to be approved by both Parties.

4.20 Each Party shall evaluate activities conducted under this Agreement on an annual basis, according to its respective practices.

4.21 This Agreement shall become effective on the date that it is signed by both parties and shall be valid for a period of three years, but may be renewed or extended by mutual consent expressed in writing, subject to

the Academic Cooperation Agreement also remaining in effect between the parties.


As witness to their subscription to the above articles, the representatives of UWS and UCh have hereunto provided their endorsement.

For and on behalf of

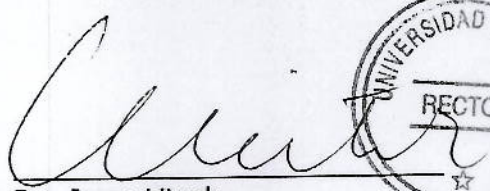
For and on behalf of

THE UNIVERSITY OF WESTERN SYDNEY


UNIVERSIDAD DE CHILE



Professor Janice Reid, AM
Vice-Chancellor & University President



Dr. Jorge Litvak
Rector (S)



30 Aug '06
Date

May 17, 06
Date