# International Student exchange Agreement

**Parties**

Macquarie University (CRICOS Provider Number 00002J) of Macquarie University New South Wales 2109, Australia (Macquarie).

Indian Institute of Technology Delhi (IITD), Hauz Khas, New Delhi-110016 (India)

**Background**

A. Macquarie University is a University providing higher education programs in Australia.

B. IITD is an Institute of Eminence (Deemed University) providing higher education programs in India

C. Macquarie and IITD have agreed to enter into a mutually beneficial relationship and establish a Student Exchange Program to broaden the scope of the academic curriculum, create educational relations and cooperation between the institutions and to promote academic and cultural linkages, enrichment and understanding. The Student Exchange Program will enable students to take courses at, but not pursue a degree from, the Host Institution.

**Agreement**

Macquarie and IITD agree to establish a Student Exchange Program on the terms set out below and in the attached document headed General Terms. These General Terms form part of this agreement.

## Details

<table>
<thead>
<tr>
<th>Defined Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement Date:</td>
<td>Date of final signature</td>
</tr>
<tr>
<td>Admission Requirements Macquarie</td>
<td>Required number of years of full time study completed at Home Institution – one year.</td>
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<tr>
<td>(clause 3.1)</td>
<td>Academic requirements - GPA eg 2.5/4.0 or equivalent.</td>
</tr>
<tr>
<td>Admission Requirements IITD</td>
<td>Required number of years of full time study completed at Home Institution – undergraduate-2 years, postgraduate- 1 years</td>
</tr>
<tr>
<td>(clause 3.1)</td>
<td>Academic requirements – CGPA 8.0/10.0 (UG)</td>
</tr>
<tr>
<td>Language requirements Macquarie</td>
<td>The student must satisfy language proficiency requirements as outlined at <a href="http://www.mq.edu.au/pubstatic/study/international/how_to_apply/english_language_requirements">http://www.mq.edu.au/pubstatic/study/international/how_to_apply/english_language_requirements</a>.</td>
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<tr>
<td>(clause 3.1)</td>
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</tr>
<tr>
<td>Language Requirements</td>
<td>English</td>
</tr>
<tr>
<td><strong>IITD</strong> (clause 3.1)</td>
<td></td>
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<tr>
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</tbody>
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| **Application Deadlines** | Semester 1 following year – 30 October  
Semester 2 same year – 15 April |
| **Macquarie (clause 5.1)** |  |
| **Application Deadlines IITD** | Semester 1 following year (2019) – 31st May (July Entry)  
Semester 2 2020 – 15 November (January Entry) |
| **Level accepted Macquarie** | undergraduate and postgraduate |
| **Level accepted IITD** | undergraduate and postgraduate |
| **Macquarie Exchange Program Manager** |  |
| Title: Manager, Macquarie Abroad  
Address: Macquarie International  
10 Macquarie Walk  
Macquarie University NSW 2109  
Australia  
Telephone: +61 2 9850 6945  
Email: mi.exchange@mq.edu.au |
| **IITD Exchange Program Manager** |  |
| Title: Assistant Registrar (AAIP)  
Address: Alumni Affairs & International Programmes  
Indian Institute of Technology Delhi,  
Hauz Khas, New Delhi-110016 (India)  
Telephone: +91-011-26591713  
Email: intloff@admin.iitd.ac.in |
| **Special Terms** | This agreement is subject to the following special terms.  
IITD students who satisfy the Admission Requirements at Macquarie (clause 3.1) and cannot be accommodated on the Student Exchange Program will be provided the opportunity to study at Macquarie as visiting fee-paying students through Macquarie’s Study Abroad Program and be assessed for tuition and fees according to Macquarie’s current rate offered to institutions under its Study Abroad Program. |
EXECUTED as an agreement.

Signed on behalf of MACQUARIE UNIVERSITY
by its authorised officer:

Signature of authorised officer
Nicole Brigg
Name of authorised officer
Pro Vice-Chancellor (International)
Position of authorised officer

03-04-2019

Signature of Witness
(QUÉ HARTNE)
Name of Witness

Signed on behalf of INDIAN INSTITUTE OF TECHNOLOGY DELHL
by its authorised officer:

Signature of authorised officer
Professor Sanjeev Sanghi
Name of authorised officer
Dean, Alumni Affairs & International Programme
Position of authorised officer

Signature of Witness
Mr. Sanjay Pande
GENERAL TERMS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

Alternative Programs means programs of less than one Study Period designed to provide Exchange Students with intensive study opportunities.

Applicant means a student who applies for acceptance into the Student Exchange Program.

Application means an application for admission to the Student Exchange Program.

Approved Subject means a Subject which meets the academic requirements of, and has been approved for credit towards, the Home Institution Program undertaken by the Exchange Student.

Business Day means any day other than:
(a) a Saturday, Sunday or public holiday in Sydney; or
(b) 27, 28, 29 30 or 31 December.

Commencement Date means the date specified in the Details or if no date is specified in the Details, the date on which this agreement became executed by all parties.

Details means the details set out on the cover pages of this agreement.

Exchange Period means the period of enrolment of the Exchange Student at the Host Institution under the Student Exchange Program.

Exchange Student means a student accepted into the Student Exchange Program.

Governance Legislation means the legislation under which an Institution is established and includes any delegated legislation, rules, policies and procedures.

Home Institution means the Institution at which the Exchange Student is formally enrolled as a degree candidate.

Home Institution Program means an academic program offered by the Home Institution in accordance with the Home Institution Governance Legislation.

Host Institution means the Institution at which the Exchange Student is enrolled for the Exchange Period under the Student Exchange Program.

Institution means either Macquarie or IITD or both Macquarie and IITD as the context dictates.

Overseas Student Health Cover means overseas student health cover as required by the Australian Government.

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Placement means the placement of the Exchange Student with a third party host for the purposes of Practical Education.

Practical Education means practical or clinical education or training undertaken by an Exchange Student as part of the Subject requirement.

Student Exchange Program means the program established by this agreement.

Study Abroad Program means a program offering overseas students the opportunity to study at Macquarie as fee paying students. Students enrolled in the Study Abroad Program are not candidates for degrees of Macquarie University.
Study Period means each period of study for which an Exchange Student is enrolled at the Host Institution being a semester or its equivalent. If the Exchange Student undertakes a Placement the Study Period also includes the period of the Placement.

Subject means a course or unit of study offered by the Host Institution.

Term means the period from and including the Commencement Date continuing for an indefinite period until either party terminates under clause 12 or both parties agree in writing to terminate this agreement.

1.2 Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a policy, document or agreement (including this agreement), or a provision of a policy, document or agreement (including this agreement), is to that policy, document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this agreement or to any other agreement or document includes a successor in title, permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) A reference to dollars or $ is to an amount in Australian currency.

(g) This agreement may be written in both English and the language chosen by IITD, with the English version prevailing.

2. BALANCED EXCHANGE

2.1 Achieving a balanced exchange

(a) During the Term, Macquarie and IITD will make places available for students from the other Institution. The number of Exchange Students to be exchanged will be agreed annually between the Institutions.

(b) The Institutions will seek to achieve a balance in the number of Exchange Students exchanged between the two Institutions.

(c) Both Institutions will review the Student Exchange Program annually for any imbalance in the number of Exchange Students and will adjust enrolments in the following year to restore balance.

(d) An Institution with a deficit in hosting Exchange Students may agree to accept students enrolled in Alternative Programs in substitution for Exchange Students enrolled in Study Periods under this agreement.
(e) In addition to the balanced exchange covered above, Macquarie may send 3 Exchange Students to study a short-term program at IITD and in exchange IITD has the option of sending one Exchange Student to Macquarie for one Study Period.

2.2 The Exchange Period

(a) The Exchange Period may be for one or two Study Periods as agreed between the Institutions prior to the Exchange Period commencing.

(b) One student enrolled for two Study Periods is equivalent to two students enrolled for one Study Period each.

3. SELECTION OF EXCHANGE STUDENTS

3.1 Screening Applicants

The Home Institution will screen Applicants according to the Admission Requirements and Language Requirements of the Host Institution. The Host Institution reserves the right to make a final judgement on the admissibility of each Applicant nominated for exchange.

3.2 Selection criteria

Applicants must:

(a) meet the Admission Requirements and Language Requirements of the Host Institution;

(b) meet the Host Institution’s entry requirements for enrolment in each Subject in which they intend to enrol;

(c) complete the Host Institution’s Application form and provide supporting admission documents as required by the Host Institution;

(d) submit a proposed study plan approved by both Institutions;

(e) obtain the agreement of his or her Home Institution that the successful completion of each Subject in which they intend to enrol will be credited towards the Home Institution Program undertaken by the Exchange Student; and

(f) enrol at both Institutions for the entire Exchange Period in a full time enrolment load.

4. ACCEPTANCE AND ENROLMENT

4.1 Acceptance of Host Institutions offer

Applicants must personally accept the Host Institution’s offer according to the Host Institution’s acceptance procedures notified to the Applicant in the offer correspondence. The Home Institution must not accept a Host Institution’s offer on behalf of an Applicant.

4.2 Enrolment

(a) The Host Institution does not guarantee enrolment in any given course or unit of study. Enrolment is subject to course availability, enrolment conditions established for a course and scheduling constraints.

(b) Exchange Students are not candidates for degrees of the Host Institution.

(c) Enrolment is subject to compliance with the visa requirements of the Host Institution’s country. The Host Institution is not liable to the Home Institution for ceasing or suspending enrolment of an Exchange Student due to that Exchange Student’s non-compliance with visa requirements or conditions of enrolment.

5. HOME INSTITUTION RESPONSIBILITIES

5.1 Collecting Applications

The Home Institution is responsible for collecting Applications. The Home Institution must send Applications to the Host Institution by the Application Deadlines for that Host Institution unless notified otherwise by the Host Institution.
5.2 Advice to Applicants

The Home Institution will advise each Applicant in writing that acceptance into any Subject does not entitle the Applicant to entry into any other Subject or any exemptions from any Subject. Such entry or exemption is subject to the Host Institution’s relevant requirements.

5.3 Credit for Subjects

The Home Institution will determine and notify the Exchange Student whether a Subject is successfully completed by him or her and to what extent it will be credited to the Home Institution’s Program.

6. HOST INSTITUTION RESPONSIBILITIES

6.1 Student Visa

7. The Host Institution will provide the Home Institution with relevant documentation to assist the Exchange Students in obtaining a student visa.

7.1 Acceptance of Applicants

8. The Host Institution may accept or reject Applications at its discretion. The Host Institution will provide the final written confirmation of placement to the Home Institution in the form of a letter to successful Applicants.

8.1 Enrolment

The Host Institution will enrol a successful Applicant as a full time non-award enrolled student for the duration of the Exchange Period.

8.2 Facilities, services and protection

The Host Institution will provide to Exchange Students at no cost the following facilities and services:

(a) tuition and related services;
(b) orientation program;
(c) reports and statements of results;
(d) the same academic resources and support services generally available to domestic students enrolled at the Host Institution; and
(e) the same level of protection, both financial (including insurance) and otherwise, as it provides for domestic students enrolled at the Host Institution.

8.3 Accommodation

Macquarie will assist in finding accommodation if an Exchange Student’s Application is received prior to the relevant Application Deadline. ITD will negotiate the availability of accommodation with Macquarie in conjunction with the Exchange Student.

8.4 Privacy

The Host Institution will:

(a) ensure the Personal Information of each Exchange Student is protected against loss and against unauthorised access, use, modification and disclosure and other misuse; and

(b) not use or disclose the Personal Information of any Exchange Student other than for the purposes of this agreement without the prior written consent of the relevant Exchange Student, unless required or authorised by law.

8.5 Statements of results

(a) The Host Institution will provide official transcripts to the Home Institution according to institutional protocol after the release of results at the end of each Study Period. Upon request, the Host Institution will also provide one copy of the statement of results to the Exchange Student.

(b) The Host Institution will supply to the Home Institution all reasonable information requested about the conduct and content of the Subjects and any other academic
activities undertaken by the Exchange Student to enable the Home Institution to
calculate credit accurately and fully.

9. EXCHANGE STUDENT RESPONSIBILITIES

9.1 Financial costs

10. Each Exchange Student is responsible for, and must satisfy the Home Institution that he or she
is able to meet, the financial costs of the following items during the Exchange Period:

(a) costs related to language proficiency testing;
(b) travel to and from the Host Institution;
(c) textbooks, stationary etc;
(d) travel documentation, visa requirements etc;
(e) accommodation, meals and living expenses;
(f) applicable student association fees;
(g) medical/health and personal injury insurance as required by the Host Institution and
country of destination;
(h) personal travel within the country of destination;
(i) costs associated with dependents including education and living expenses; and
(j) all other debts and incidental expenses incurred during the Exchange Period.

10.1 Tuition Fees

11. Exchange Students participating in the Student Exchange Program will be exempt from
paying tuition and academic fees to the Host Institution for Approved Subjects undertaken as
part of the Student Exchange Program. Exchange Students must register/enrol at their Home
Institution and pay the fees required of them by their Home Institution in order to participate in
the Student Exchange Program.

11.1 Visa

12. Each Exchange Student must obtain the appropriate student visa and entry documents as
required by the Host Institution's country.

12.1 Placement

If an Exchange Student undertakes a Placement the Exchange Student must comply with the
requirements of the Host Institution and the third party host including requirements relating to
vaccination, health screening, police checks, working with children checks and entering
agreements with third party hosts.

12.2 Host Institution's Governance Legislation

(a) Exchange Students are subject to the Host Institution's Governance Legislation and
codes of conduct for enrolled students.
(b) Each Exchange Student will provide written consent to each Institution to disclose their
personal or private information to the other Institution for the purposes associated with
the Student Exchange Program

12.3 Health Cover

13. Incoming Exchange Students to Macquarie are required to purchase Overseas Student Health
Cover and incoming Exchange Students to IITD are required to purchase any compulsory health
cover of IITD country. The Overseas Student Health Cover and any other applicable compulsory
health cover must cover the Exchange Period.

14. WITHDRAWAL OR DISMISSAL

(a) The Host Institution may dismiss any Exchange Student whose conduct warrants such
action.
(b) The Host Institution may require the withdrawal of any Exchange Student whose academic standing or conduct warrants such action.
(c) The Host Institution will consult with the Home Institution before finalising a withdrawal.
(d) If an Exchange Student is dismissed or required to withdraw under this clause 8 it will be considered a completed exchange by the Exchange Student for the purposes of this agreement.

15. EXCHANGE STUDENTS' FAMILIES

The Student Exchange Program does not include services and facilities for accompanying spouses and/or dependents. Where an Applicant proposes that he or she will be accompanied, it is subject to the approval of the Host Institution and on condition that all additional expenses and workload are the responsibility of and will be met by the Exchange Student.

16. STUDENT EXCHANGE PROGRAM REVIEW

The parties will review the Student Exchange Program annually in good faith:
(a) to identify new opportunities for cooperation in scholarship; and
(b) to consider whether any of the terms of this agreement need modifying.

17. COMPLIANCE WITH AUSTRALIAN LAWS

18. Australian law requires providers of education and training courses to overseas students to comply with the Education Services for Overseas Students Act 2000 (ESOS Act) and the National Code made under the ESOS Act. Macquarie will provide IITD with accurate information and material (including electronic information and material) about studying at Macquarie (Macquarie Information). IITD agrees to:
(a) ensure that each prospective Exchange Student is provided with this Macquarie Information; and
(b) identify Macquarie as the provider of the Student Exchange Program in Australia and include Macquarie’s CRICOS Provider Code 00002J in all written material, including material in electronic form, concerning the Student Exchange Program. Such material will generally be provided by Macquarie and must not be modified without prior written approval of Macquarie.

19. TERMINATION

(a) This agreement may be terminated by either Institution on six months’ written notice.
(b) Any Exchange Student enrolled at the Host Institution at termination will be allowed to complete their exchange program at the Host Institution on the terms of this agreement.

20. INDEMNITY

(a) Each party (Indemnifying Party) indemnifies the other party (Indemnified Party) against any loss, liability, costs, damages or expenses caused or contributed to by any unlawful act or negligent act or omission of the Indemnifying Party or any of its employees or agents.
(b) Neither party is liable to the other party for incidental loss, liability, costs, damages or expenses such as loss of profits, revenue, goodwill or opportunities.
(c) The Indemnifying Party's liability under this agreement is reduced to the extent that any loss, liability, costs, damages or expenses are contributed to by the Indemnified Party.
(d) This indemnity survives termination of this agreement.

21. INSURANCE

22. Both parties must obtain and maintain:
(a) adequate public liability insurance or equivalent protection during the Term; and
any Additional Insurances listed in the Details.

23. DISPUTE RESOLUTION

23.1 Resolve in good faith
If the parties are unable to agree on any matter under this agreement either of them may give notice to the other stating details of the matter in dispute and requiring that the matter be resolved by a phone meeting between the parties. Other than where interlocutory relief is sought the parties must meet in good faith to seek to resolve any area in dispute within seven days of the receipt of the notice.

23.2 Obligations continue
If a dispute arises the parties will continue to carry out all their respective obligations under this agreement that are not directly affected by the dispute.

24. NOTICES

24.1 How to give effective notice

A notice, consent or other communication under this agreement must be in writing and signed by an authorised person and must be either left at the addressee’s address or sent to the addressee by pre-paid mail or email and is deemed to be delivered to the addressee:

(a) if it is left at the addressee’s address before 5.00pm on a Business Day, on that day. If it is left at the addressee’s address on a day that is not a Business Day or after 5.00pm on a Business Day, at 9.00am on the next Business Day;

(b) if it is sent by pre-paid mail within Australia, six Business Days after it is posted;

(c) if it is sent by international post, ten Business Days after it is posted; and

(d) if it is sent by email, when an email receipt is acknowledged by the recipient personally (not by any automatically generated system email).

24.2 Addresses for notices

A party’s address is the Address for Notices as set out in the Details. A party may change its address by notice to the other party.

25. GENERAL

25.1 Governing Law

(a) In relation to its enforcement in Australia, this agreement is governed by the laws applicable to New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts of New South Wales and the federal courts of Australia.

(b) In relation to its enforcement in India this agreement is governed by the laws of Delhi, India and each party submits to the non-exclusive jurisdiction of the courts of Delhi, India.

25.2 Exercise of Rights

The exercise of a right does not prevent the further exercise of that right or the exercise of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or a variation of the terms of this agreement.

25.3 Operation of this Agreement

(a) This agreement contains the entire agreement between the parties as to its subject matter and may only be amended in writing signed by both parties.

(b) Any provision of the agreement which is unenforceable is, where possible, to be severed unless this would materially change the intended effect of this agreement.

25.4 Counterparts

This agreement may be executed in counterparts.