

THIS AGREEMENT is made the

day of

2002

BETWEEN

DEAKIN UNIVERSITY a body politic and corporate established by the *Deakin University Act 1974* situated in Burwood, Geelong, Malvern and Warrnambool in the State of Victoria, Australia (hereinafter referred to as "Deakin") of the one part

AND

STATE UNIVERSITY OF NEW YORK, STONY BROOK situated in New York, United States of America and having its principal office at Stony Brook, New York 11794, USA (hereinafter referred to as "SUNY Stony Brook") of the other part.

WHEREAS

1. Deakin and SUNY Stony Brook are desirous of working in a spirit of co-operation to establish an academic link between the two institutions by means of:
 - 1.1 exchange of students between the two institutions;
 - 1.2 collaboration between academic staff between the two institutions;
 - 1.3 general academic collaboration between the two institutions.
2. In order to facilitate more detailed and specific negotiations the parties have entered into this agreement.

THE PARTIES AGREE:

1. COMMENCEMENT AND DURATION

This agreement shall take effect on the day on which it is signed and shall continue for a period of three years. Any changes must be agreed to in writing by both parties. A minimum period of six months notice will be required from either party wishing to terminate the agreement. In the event of termination all commitments to students participating in the program will be honoured by relevant parties. At the end of the three year period, the agreement will be renewed upon agreement of both parties for a further three year period.

2. STUDENT EXCHANGES

2.1 *Academic program and status*

- 2.1.1 Undergraduate and postgraduate students may be exchanged between SUNY Stony Brook and Deakin, subject to the approval of the relevant course/program co-ordinator.
- 2.1.2 Students to be exchanged will be nominated by their home institution and shall:
- be in good academic standing;
 - have completed at least one year of full-time study at their home institution;
 - be required to enrol in subjects that constitute at least seventy-five percent of the normal full-time load in the course at the host institution.
- 2.1.3 All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. Credit towards the student's degree is to be awarded by the home institution.
- 2.1.4 Students on the exchange shall comply with the rules and regulations of the host institution.
- 2.1.5 Students will have the same privileges provided to full-time students of the host institution while they are on the exchange.
- 2.1.6 Travel arrangements between Australia and the USA and vice versa are the responsibility of the students concerned and, as such, overseas travel will not form part of the agreement.

2.2 *Magnitude, timing and duration of exchanges*

- 2.2.1 SUNY Stony Brook will send up to a maximum of two students nominated by SUNY Stony Brook for up to one academic year (or four students for one semester each) in the period commencing from 1st January of one year to 31st December of the same year.
- 2.2.2 Deakin will send up to a maximum of two students nominated by Deakin for up to one academic year (or four students for one semester each) in the period commencing from 1st September of one year to 31st August of the following year.
- 2.2.3 Upon completion of the period of exchange at the host institution, the participating students must return to the home institution. Any extension of stay must be approved by both co-operating institutions and must not exceed the maximum period of stay of 12 months.

- 2.2.4 Although it is not essential that both institutions will host the same number of students in any one-year period, they will endeavour to achieve equality over a three-year cycle. The parties will review the program regularly to identify any substantial imbalance in the number of exchange students, and to adjust where necessary the numbers exchanged to maintain an appropriate overall balance.

2.3 *Student charges and tuition fees*

- 2.3.1 Students will pay normal tuition fees and other compulsory student association fees at their home institutions unless exempted.
- 2.3.2 The host institution will not charge the incoming exchange student tuition fees and other compulsory student association fees.
- 2.3.3 Students will be responsible for paying any special fees of the institution attended (including club membership, use of specialist sporting facilities eg. classes, weight training etc.), and other individual fees, such as books, course materials, and excursion fees. A list of these fees will be on file in the relevant Faculty Office and/or International Office of each university.

2.4 *Health Insurance*

- 2.4.1 SUNY Stony Brook students applying for exchange to Deakin will be required to fulfil Australian Government regulations concerning the payment of the Overseas Student Health Cover Charge before applying for an Australian visa.
- 2.4.2 Deakin students will be responsible for ensuring that they have adequate health insurance coverage during their stay at SUNY Stony Brook. If their health coverage is deemed inadequate by Stony Brook the student will be responsible for fulfilling Stony Brook student regulations concerning health insurance.

2.5 *Living costs and accommodation*

The host institution will assist in the arrangement of accommodation for the exchange students. All living costs are to be paid by the exchange student.

2.6 *Reception and orientation*

Each institution will ensure that adequate arrangements are made for the reception and orientation of exchange students.

2.7 *Transmission of results*

Official transcripts of results for each exchange student will be provided to the nominated office at each institution.

3. STUDY ABROAD CONDITIONS

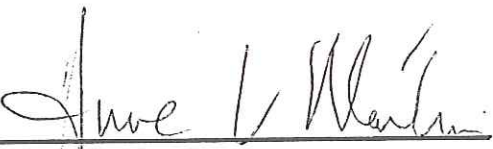
- 3.1 In the event that there is an imbalance in the number of students wishing to exchange, the parties may agree to establish a Study Abroad program additional to the above student exchange program for Deakin students to study at SUNY Stony Brook and SUNY Stony Brook students to study at Deakin.
- 3.2 Students enrolled in such a Study Abroad program will be subject to all of the exchange conditions listed above with the exception of Clauses 2.3.1 and 2.3.2 covering tuition waiver.
- 3.3 Study Abroad students will incur a specified fee as agreed to by the institutions.
- 3.4 Payment of fees for Study Abroad students undertaking studies at the host institution will be in accordance with the fee collection procedures of the host institution.

4. ASSIGNMENT

The benefit of this Agreement shall not be dealt with in any way by either party (whether by assignment, sub-licensing or otherwise) without the other party's written consent.

SIGNED for and on behalf of
DEAKIN UNIVERSITY

by its duly authorised officer on the
day of 2002


Signature

Professor Anne Martin
Name

**Deputy Vice-Chancellor and
Vice-President (Academic)**
Title

SIGNED for and on behalf of the **STATE
UNIVERSITY OF NEW YORK,
STONY BROOK** by its duly authorised
officer on the day of 2002


Signature

Shirley Strum Kenny Ph.D.
President


Signature

Lawrence Martin Ph.D.
Dean of the Graduate School
Director of International Programs