STUDENT EXCHANGE AGREEMENT
between
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(Virginia Tech)
Blacksburg, Virginia, U.S.A.
and
MONASH UNIVERSITY
Victoria, Australia

In the interest of expanding educational opportunities, Virginia Tech and Monash University agree to promote the exchange of students under the following provisions:

1. Exchange Coordinator
Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange, including the selection and counseling of the exchange participants. For Virginia Tech, the Assistant Program Director for Education Abroad will serve as Exchange Coordinator. For Monash University, that role will be played by the Manager: Monash Abroad.

2. Duration of Exchanges
Students may be exchanged for a semester or an academic year.

3. Number of Students to be Exchanged
The number of qualified undergraduate and graduate (postgraduate) students to be exchanged will be determined by mutual written agreement between the two institutions.

4. Balancing the Exchange
Parity in numbers of exchange students is the objective of the agreement. Numbers should be counted in semester units: 1 semester=1, 1 academic year=2. Each party should be prepared, however, to consider a disparity in any given semester or year during the period agreement. Any and all imbalances shall be resolved by the end of the period of agreement.

5. Academic Status
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. Students are expected to maintain full-time status at the host institution. Exchange students will have the rights and be subject to the same regulations at the host institution. Upon completion of the study period, participating exchange students must return to the home institution, except when an extension of stay is approved by both cooperating universities. Exchange students must abide by all rules and regulations of the host institution.

6. Student Eligibility
The Exchange Coordinator at each institution, acting after consultation with the appropriate academic unit, will be responsible for the selection of suitable nominees for
exchange. It is understood that the Coordinator will screen their applicants for the exchange and will nominate students who are both academically and personally suitable for exchange abroad. Details of academic background as well as references will be provided to the host institution. It is hoped that the host institution will not reject a nominated student unless he/she does not meet established admission requirements for international students, or unless the host institution cannot guarantee availability of required courses. Courses in Computer Science and Computer Engineering will not be offered to international exchange students seeking placement at Virginia Tech.

Students involved in the exchange will have proficiency level in English that will allow them to attend regular university classes. The appropriate level will be demonstrated through the required tests at each institution.

7. **Transcripts**
Both institutions agree to provide a transcript at the end of the period of study, giving detail of the courses studied and grades and credits awarded.

8. **Student Program Fees**
Each student will pay his or her regular tuition and fees to the home institution and will receive these benefits in turn from the host institution. All housing and meal costs will be the responsibility of the exchange student. The host institution agrees to provide all necessary assistance in arranging accommodation in the residence halls or off campus, as appropriate. All travel costs will be the responsibility of the individual student. Miscellaneous fees such as special course fees, fieldwork courses, key deposits, books, etc., will be paid directly by each participant. Neither institution will charge incoming students an application fee.

The waiver of the overseas student charge for students attending under formal exchange agreements in Australia is permitted by Australian Government regulation. If this permission is changed or revoked, this agreement may be terminated or amended.

9. **Vacation Periods**
The individual student will be responsible for his or her own housing and meal arrangements and costs during vacation periods (breaks, holidays, or between semesters).

10. **Insurance**
Each participant will provide his or her own health and accident insurance. Proof of adequate insurance coverage must be provided to the international office of each institution. In the case of Monash University students coming to Virginia Tech, they will be required to provide proof of health insurance that meets Virginia Tech’s minimum standards for insurance coverage before registering for courses. In the case of Virginia Tech students coming to Monash, they will need to take the Overseas Student Health Cover (OSHC), which is a condition for the granting of the student visa. Travel and accident insurance remains the responsibility of the student.

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11. **Dependents**
The obligations of each institution under this agreement are limited to the exchange of students and do not extend to partners or dependents. Expenses of accompanying partners and dependents are the responsibility of the exchange student.

12. **Visa Requirements**
Participants will be required to meet any visa requirements that pertain to studying in the host country. The host institution will provide or request the necessary visa documents. In the case of Monash University students coming to Virginia Tech, they will need to document having sufficient financial resources for the period of stay.

13. **Australia Legislation**
It is understood by Virginia Tech that Monash University, when participating in student exchanges, must conform to appropriate requirements of the *Education Services for Overseas Students (ESOS) Act 2000* enacted by the Government of the Commonwealth of Australia, and by the *Code of Practice and Guidelines* established by the Australian Vice-Chancellors' Committee (AV-CC). This Act and Code place obligations on any person engaged in promotion of a program that may articulate to courses offered by Monash University, Australia. Monash University must also conform to the *Information Privacy Act 2000* enacted by the State of Victoria, Australia, which imposes conditions on any person engaged in handling or transferring information which is classified as personal.

Appropriate information on these Acts can be supplied on request.

14. **Scope of the Agreement**
Nothing contained in this Agreement shall be deemed to create any agency, partnership or joint venture between the parties, it being understood that both Virginia Tech and Monash University are performing services fulfilling their obligations hereunder as independent institutions. Neither institution shall have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of the other except as explicitly provided herein.

15. **Effective Date and Termination of Agreement**
This agreement shall be in effect for five years from the date of its signing. At the anniversary of the agreement, each institution will exchange a brief report indicating any imbalances of student numbers and/or other issues or problems. This agreement may be amended and/or extended by mutual written consent of both institutions for a period beyond its original date of expiration. Either party may terminate this agreement by serving written notice to the other party. In this case, if either party desires to balance the numbers before termination, the other party will cooperate in that effort. Otherwise, termination will take effect six months from the date of the written notice.
16. **Agreement**

In agreement with the above terms of participation, the following signatures are affixed:

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)**

Dr. Charles W. Steger
President

[Signature]

Date

**MONASH UNIVERSITY**

Professor Richard Larkins
Vice-Chancellor and President

[Signature]

Date

Dr. S. K. De Datta
Associate Provost for International Affairs, and Director of the Office of International Research, Education and Development

[Signature]

Date

James A. Hyatt
Executive Vice President
And Chief Operating Officer

[Signature]

Date
SCHEDULE 1: PROMOTION OF THE PROGRAM

For the purposes of the Education Services for Overseas Student Act 2000 (Australia), MU is the registered provider of a course of higher education and YY is in a collaborative relationship with the registered provider. Where appearing in this schedule, the term “registered provider” refers to MU. The term “overseas student” refers to students that are “overseas students” with reference to MU as the registered provider located in Australia.

1. In order to comply with the ESOS Act, YY agrees:
   a) to promote the program with integrity and accuracy
   b) to inform prospective students accurately about the requirements of the program. This can only be done by reference to the material provided by MU or agreed to by MU;
   c) to assist to uphold the high reputation of MU and of the Australian international education sector;
   d) only to undertake promotional and marketing activities that are connected to or make reference to MU that are expressly authorised by MU;
   e) not to publicise the program to prospective students and their families or other education and training providers in a manner that is misleading or untrue or in a manner that is likely to mislead;
   f) not to make any inaccurate claims of association of MU or any of its related entities with any other provider of education or training;
   g) not to make any false or misleading comparisons between MU and any of its related entities and any other provider of education and training;
   h) not to use any registered or unregistered trade mark related to MU or any of its related entities without the prior written approval of MU.

2. MU agrees to ensure that it will:
   a) provide YY with appropriate materials to assist with the promotion and marketing of the program and which identify MU as the registered provider for the program or course and display the CRICOS Code and Provider Code for the course;
   b) send at least one of its staff to YY each year for an appropriate period of time to assist with the marketing of the program;
   c) promote the program along with its promotion of other MU programs.

3. PROVISION OF INFORMATION TO STUDENTS

Students to be informed

YY agrees to inform students interested in participating in the program, in writing, prior to lodging an application with MU for the program:

   a) of all the fees payable to YY and to MU for the program by way of an itemised list;
   b) that information about studying at MU University campus including its facilities, equipment and learning resources can be found at [http://www.monash.edu.au](http://www.monash.edu.au) www.monash.edu/international/ (Monash International Homepage);
   c) that information about studying at MU can be obtained by visiting MU online at [
   d) of the minimum level of English language proficiency and educational qualifications required to be accepted for the program;
e) that students who come to Australia on a student visa must have a primary purpose of studying and must undertake study on a full-time basis;
f) that any school age dependants who accompany them to Australia are required to pay full fees if they enrol in either a government or non-government school.

4. **VISA ASSISTANCE**

In the event that YY provides information to students for courses that may articulate to courses offered by MU from this program, which involves travel to Australia, YY agrees to inform students:

a) information about Australian student visas is published on the Australian Government Department of Immigration and Multicultural and Indigenous Affairs’ website at [http://www.immi.gov.au/students/index.htm](http://www.immi.gov.au/students/index.htm); and

b) students can also seek visa application assistance from a MU approved agent. MU approved agents, which include IDP, are listed by MU on its website at [http://www.monash.edu.au/international/agents/Country.htm](http://www.monash.edu.au/international/agents/Country.htm).
SCHEDULE 2: ESOS ACT APPLICATION

1. The promotion of the program by MU and YY is subject to the obligations imposed by the Education Services for Overseas Students Act 2000 (Commonwealth of Australia) ("the ESOS Act"), the National Code made under the ESOS Act and the Code of Practice and Guidelines established by the Australian Vice-Chancellors’ Committee ("the AVCC") and the parties acknowledge that this arises by virtue of any acts of representation by YY, its servants and agents in connection with programs that may articulate to programs offered by MU in Australia.

2. For the purposes of the Education Services for Overseas Student Act 2000 (Australia), MU is the registered provider of a course of higher education and YY is in a collaborative relationship with the registered provider. Where appearing in this schedule, the term "registered provider" refers to MU. The term "overseas student" refers to students that are "overseas students" with reference to MU as the registered provider located in Australia.

3. YY agrees to comply with paragraphs 21 and 49 of the National Code:

Paragraph 21 of the National Code provides:
The registered provider must not accept an overseas student, or an intending overseas student, for enrolment in a course if the registered provider has not given to the student:

21.1 The following information about the course:

(i) a general description of the content;
(ii) the qualification or accreditation gained on completion;
(iii) the duration;
(iv) the teaching methods used (including any field trip or work experience requirements);
(v) the assessment methods used;
(vi) if another provider is also involved in providing the course, that fact and the location of course delivery by that provider;
(vii) details of any arrangement with other providers for recognition of the course or completed components of the course; and

21.2 A general description of:

(i) the facilities (for example classrooms, furniture, fittings);
(ii) the equipment (for example audio-visual teaching aids);
(iii) the learning resources (for example reference texts and software);

available to students undertaking the course; and

21.3 an itemised list of fees payable for the program; and

21.4 information about the minimum level of English language proficiency and educational qualifications required for the student to be accepted for the course as advised by the relevant Faculty at MU.

Paragraph 49 of the National Code provides (as applicable to this program):

Agents
49.1 The registered provider must not accept or continue to accept overseas students required by an agent, or authorise an agent to use PRISMS on their behalf, if they know, or reasonably suspect the agent to be:

49.2 Engaged in dishonest practices, including suggesting to overseas students that they come to Australia on a student visa with a primary purpose other than full-time study.

49.3 Facilitating the enrolment of overseas students who do not comply with the conditions of their student visas.

49.4 Engaged in false or misleading advertising and recruitment practices.

49.5 Using PRISMS to create eCoEs (electronic confirmations of enrolment) for other than bona fide students.

4. AVCC Code of Ethical Practice in the Provision of Education to International Students
   As set out in:
   http://www.AVCC.edu.au/