

**STUDENT
EXCHANGE AGREEMENT**

Between

**CURTIN UNIVERSITY,
Perth, Western Australia**

And

**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
Kharagpur, West Bengal, INDIA**

Curtin University (hereinafter referred to as 'CURTIN') and Indian Institute of Technology Kharagpur (hereinafter referred to as 'IIT KGP') agree to the following terms.

DEFINITIONS

In this Agreement, unless the context will otherwise imply:

HOME institution means the institution at which the student intends to graduate; HOST institution means the institution that has agreed to receive students from the HOME institution.

ACADEMIC YEAR in the context of CURTIN means two semesters, from February to June (Semester 1) and July to November (Semester 2); and in the context of IIT KGP means August to December (Semester 1) and January to May (Semester 2).

EXCHANGE STUDENTS means students attending the HOST institution with no requirement to pay tuition fees to that institution and where reciprocal obligations exist for the HOME institution to accept for enrolment students from the HOST institution in exchange, subject to the conditions outlined in this Agreement.

STUDY ABROAD STUDENTS means students attending the HOST institution on a full fee-paying basis, where no reciprocal obligations exist for the HOME institution to accept for enrolment students from the HOST institution.

EXCHANGE PROGRAMS refers to students undertaking study at the HOST institution either as Exchange or Study Abroad students.

STUDENT EXCHANGE & STUDY ABROAD STUDENTS

1. Purpose

The objective of this agreement is to establish specific relations and cooperation between these two institutions in order to enrich the understanding of the culture of the two countries concerned. This Agreement is to make possible on a continuing basis two kinds of undergraduate and postgraduate student activity: (a) student exchange, and (b) study abroad.

The purpose of each student exchange or study abroad visit will be to enable students to take units (classes) but not to study for a degree at the HOST institution. Units passed at the HOST institution will normally be accepted for credit towards the degree at the candidate's HOME institution for which he or she is enrolled. It will be the responsibility of each student in the student exchange and study abroad programs to obtain official approval from his or her own institution for units taken at the HOST institution.

2. Exchange Numbers

In principle, the exchange of students for the purpose of study at the HOST Institution will occur on a one for one basis over a fixed period of five years, the total number of students participating shall be balanced. However, the HOST institution reserves the right to determine the final number of exchange students it will accept for either a semester or academic year. The HOST Institution's decision will be made based on current balance and future exchange prospects. A HOST Institution may choose to admit exceptionally meritorious students as exchange students beyond the agreed number without requiring any reciprocation. Any HOST Institution students who have not been included in the HOST Institution's agreed number exchange student list for the designated semester or academic year will then come to Curtin as full-fee study abroad students. The Agreement will commence with the 2019 Australian academic year, unless varied by written mutual agreement of each Party.

3. Selection of Students

The HOME institution will screen applications from its student body for exchange or study abroad. The program is available to undergraduate students who have completed one year of study at their HOME institution and postgraduate students who have completed a Bachelor degree or Graduate Diploma at their HOME institution.

Each institution will send the other completed applications for their students as follows:

CURTIN will forward to IIT KGP by October 15 and April 15 a list of the students nominated for exchange or study abroad in the following Semester, together with appropriate documents as required.

IIT KGP will forward to CURTIN by 15 October and 15 April a list of the students nominated for exchange or study abroad in the following Semester, together with appropriate documents as required.

Students may apply to any academic program offered within the relevant School or Department at the respective HOST institution, however, the HOST institution reserves the right to make final judgement on the admissibility of each student nominated. The HOST institution also retains the right to assess a student's language proficiency (if applicable) or previous academic background before admitting that student to any course. This may limit the range of courses at the HOST institution open to the exchange or study abroad student. All exchange and study abroad students shall agree to abide by the rules and regulations of the HOST institution.

It is expected 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 requested courses.

4. Responsibilities of the Two Institutions

CURTIN and IIT KGP agree to accept exchange students from each other and enrol them as full-time 'not for degree' students for the regular semesters or quarters of the academic year. Each institution will provide the necessary counselling and other assistance to the exchange students.

The HOME institution shall satisfy itself that the nominated student has met the financial conditions stipulated before granting acceptance.

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 required to maintain full-time status at the HOST institution.

The HOST institution shall render all assistance to the student in locating accommodation within a reasonable distance of the campus.

5. Financial Responsibility of the Two Institutions

Each IIT KGP student studying at CURTIN will be provided, without further payment to CURTIN, with:

- *For exchange students only:* Tuition and related fees (including HOST institution's application fees)
- Orientation
- Reports and statement of results

Each CURTIN student studying at IIT KGP will be provided, without further payment to IIT KGP, with:

- *For exchange students only:* Tuition and related fees (including HOST institution's application fees)
- Orientation
- Reports and statements of results

6. Financial Responsibility of Participating Students

Each student participating in the exchange or study abroad program shall meet the full costs related to:

- Travel to and from the HOST country, including appropriate travel insurance
- Books and stationery
- Travel documents and visas
- Living and subsistence expenses
- Application or related fees for participating in the program as may be charged by the HOME institution
- The cost of health insurance at the HOST institution and HOST country

In addition, study abroad students will be responsible for payment of tuition and related academic fees, which will be specified in an addendum to this agreement.

Where a student spends more than one semester or quarter at a HOST institution by enrolling in parts of two academic years, the student must have the funds to cover living and subsistence costs over the academic break.

7. Student Dismissal

Each institution reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of institutional regulations. The dismissal of a student shall not abrogate the Agreement or the arrangements regarding other students in the exchange or study abroad program.

8. Extensions

Upon completion of the student exchange or study abroad visit at the HOST institution, the participating students must return to the HOME institution. No extension of stay shall be authorised unless otherwise specified by the HOME institution and approved by the HOST institution.

9. Termination

Subject to this Clause 9, the HOST or HOME institution may terminate this Agreement at any time for any reason by providing six (6) months written notice of its intention to do so to the other institution. In the event that notice of termination is given, account will be taken of where both institutions stand in the annual exchange selection process, so that students who have already been selected and accepted for the Exchange Program may still participate.

If an imbalance of exchange places exists at the time of termination of the Agreement, the institution which has hosted the larger number of Exchange Students, shall be entitled to rectify the imbalance by continuing to send students to the other institution under the terms of this Agreement within six months of the date of the official termination of this Agreement.

Notwithstanding the termination of this Agreement for any reason, each institution agrees that it will continue to fulfil its responsibilities to Exchange Students already registered at their institution until the completion of their particular exchange period.

10. Data Protection

Both institutions acknowledge and agree that they will need to disclose to the other, personal data relating to Exchange Students, subject to each institution obtaining consent forms signed by the relevant Exchange Student. Both institutions further agree that they will ensure that all student records and personal data relating to Exchange Students are held securely and confidentially, and further ensure that such data is used or disclosed solely for the purpose of the administration of the Student Exchange Program under this Agreement.

11. Intellectual Property Rights

Any Background Intellectual Property shall remain the sole and exclusive property of the Party to whom that Background Intellectual Property belonged prior to the commencement of this agreement. Each Party grants to the other a non-exclusive, non-transferable licence to use that Party's Background Intellectual Property to the extent necessary to fulfil the other Party's obligations under this agreement.

Where the exchange student is working on a project where Project IP or Foreground IP is created, the IP rights/licences should be part of a separate agreement specific to that project.

12. Non discrimination

CURTIN and IITKGP agree not to discriminate against any person because of age, sex, national origin, race, ancestry, colour, religious creed, disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

LIABILITY AND INSURANCE

Assumption of Liability: Each institution assumes any and all risks of personal injury, property damage or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees, agents and students thereof, to the extent permitted by the laws of the HOME country.

Insurance: Each institution warrants and represents that it has various insurance covers applicable to the officers, employees, agents and students of that institution whilst engaged in the scope of duties under this Agreement. Each institution shall at the request of the other institution provide relevant Certificates of Currency of insurance or other evidence of insurance upon demand.

TERMS OF AGREEMENT AND AMENDMENT

This Agreement shall remain in force for a period of five (5) years from the date of signing with the understanding that it may be revised, terminated or suspended pending availability of places by either party giving six months written notice to the other party.

ADMINISTRATION

Administration of this Agreement shall be the responsibility of the parties listed in the Addendum A. Each institution will appoint an officer who will be responsible for the day-to-day coordination of the programs, including the selection and counselling of participating students.

CURTIN and IIT KGP shall undertake all measures as are seen reasonable to give maximum effect to this student exchange program. Such actions will include the exchange of academic handbooks, newsletters and promotion material.

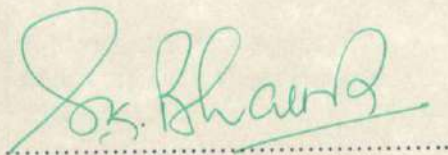
COMPLIANCE WITH LAWS

CURTIN and IIT KGP will comply with all relevant State and Federal laws of their own HOME countries applicable to this Agreement.

SIGNATURES

This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendments, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. CURTIN and IIT KGP by the signatures of their authorised representatives below, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

Signed for and on behalf of
**INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR**

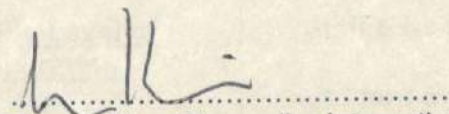


Deputy Director

Date: 11.12.2018

WITNESS:

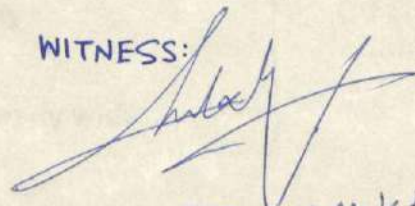
Signed for and on behalf of
CURTIN UNIVERSITY



Deputy Vice-Chancellor International

Date: 23/11/2018

WITNESS:



ABHIJIT MUKHERJEE
Dean Int. South Asia.

**Curtin University
and
Indian Institute of Technology Kharagpur**

**Contact Information for Administration of Student Exchange/
Study Abroad Agreement**

<p><u>Name of Overseas Institution & Contact Details</u></p> <p>Institution Name: Indian Institute of Technology Kharagpur</p> <p>Address: IIT Kharagpur, Dist: Midnapur (W), West Bengal PIN - 721302</p> <p>Director: Prof. Partha Pratim Chakrabarti</p> <p>Contact: Prof. Anandaroop Bhattacharya Position: Associate Dean International Relations Telephone: +91-9880023376</p> <p>E-mail: adeanir@adm.iitkgp.ac.in</p>	<p><u>Curtin's Level of Cooperation</u></p> <p><input checked="" type="checkbox"/> University wide</p> <p><u>IIT KGP's Level of Cooperation</u></p> <p><input type="checkbox"/> School level only Specify:</p> <p><input type="checkbox"/> Faculty Specify:</p> <p><input checked="" type="checkbox"/> University wide</p>	<p><u>Type of Cooperation</u></p> <p><input type="checkbox"/> Academic Cooperation</p> <p><input type="checkbox"/> Staff Exchange</p> <p><input checked="" type="checkbox"/> Student Exchange</p> <p><input checked="" type="checkbox"/> Study Abroad</p> <p><input type="checkbox"/> Other:</p>
<p><u>Curtin's Initiating Academic School / Faculty & Contact Details</u></p> <p>Contact Name: Professor Abhijit Mukherjee</p> <p>Faculty/School: Curtin International</p> <p>Address: Building 100, Room 216, Kent Street, Bentley WA 6102, AUSTRALIA</p> <p>Position: Dean of International South Asia Telephone: +618 9266 7609 E-mail: abhijit.mukherjee@curtin.edu.au</p>	<p><u>Curtin's Additional School / Faculty & Contact Details</u></p> <p>Contact Name: Ms Jane Grono</p> <p>Faculty/School: Curtin International</p> <p>Address: Building 101, Curtin Connect, Kent Street, Bentley WA 6102, AUSTRALIA</p> <p>Position: Manager, Mobility and Sponsor Development Telephone: +618 9266 3462 E-mail: jane.grono@curtin.edu.au</p>	<p><u>Comments</u></p>