



UNIVERSITY
OF WOLLONGONG
AUSTRALIA

STUDENT MOBILITY AGREEMENT

The University of Wollongong (UOW) and the Indian Institute of Technology Kharagpur (IIT-KGP) agree to enter into Student Mobility arrangements in accordance with the Details, Schedules and Terms and Conditions of this Agreement.

DETAILS	
PARTIES	
UNIVERSITY OF WOLLONGONG (UOW) (ABN 61 060 567 686)	Address: Northfields Avenue, University of Wollongong, NSW 2522 AUSTRALIA CRICOS Provider No: 00102E
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IIT-KGP)	Address: Indian Institute of Technology Kharagpur, Kharagpur, India 721302
<i>In this agreement, the two institutions are referred to either as "the Parties" or separately as the "Partner institution" or "the Institution". "Home Institution" means the party sending a Student "Host Institution" means the party receiving a Student "Student" refers to a prospective or enrolled Student at the Host Institution</i>	
COMMENCEMENT DATE	Date of last signature
END DATE	5 years from date of last signature Both of the parties acknowledge that upon termination, any Student currently enrolled at the Host Institution at the date of termination will be permitted to complete the relevant program under the conditions specified in this Agreement until the completion of the program.
PROGRAMS	Student Exchange and Study Abroad
STUDENTS COVERED BY THIS AGREEMENT	This Agreement applied to Students at undergraduate and postgraduate level
CONTACT DETAILS	
<i>Each of the Parties shall designate a liaison officer to act as a contact person for this Student Mobility Agreement</i>	
IIT-KGP REPRESENTATIVE	Name: Professor Baidurya Bhattacharya, Dean (International Relations)/ Professor Anandaroop Bhattacharya, Associate Dean International Relations Email: deanir@adm.iitkgp.ac.in / adeanir@adm.iitkgp.ac.in Phone: +91-3222-282034



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	LIASION OFFICER FOR PROGRAMS: Name: Koushiki Mukherjee Email: Koushiki@adm.iitkgp.ac.in Phone: +91 3222 281024
UOW REPRESENTATIVE	Name: Mrs Ashley Tanks Manager, Student Mobility Email: atanks@uow.edu.au Phone: +61-2-4221-5011 LIASION OFFICER FOR PROGRAMS: Name: Office of Global Student Mobility Email: student-mobility@uow.edu.au Phone: +61 2 4221 4311



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SCHEDULE, TERMS & CONDITIONS

1. Definitions:

- 1.1 For the purpose of this agreement, the following decisions will hold:
- 1.2 **Student:** A full-time student enrolled in a degree program Home Institution: Institute/University where the student is enrolled in a degree program as a fulltime student.
- 1.3 **Host Institution:** Institute/University where the student intends to make a short-term visit for research/coursework
- 1.4 **Host Mentor:** A faculty member at the Host Institution who will supervise research and/or coursework by the visiting student
- 1.5 **Home Administrator:** An administrator at the Home Institution who is authorized to monitor the student's academic progress and performance
- 1.6 **Short term visit:** A visit during the summer, or winter, or one semester, or up to two consecutive semesters

2. Eligibility:

- 2.1 This exchange program is open to full-time undergraduate and graduate students of each Home Institution.

3. Number of Students

- 3.1 Each Institution will endeavour to send and receive the same number of exchange Students over an agreed period of time. If a visit from one Institution does not materialize due to unforeseen situations, it will not adversely affect visits from the other Institution.
- 3.2 The number of Students to be exchanged from each institution in one academic year is proposed to be:
 - 3.2.1 [ONE] Student for two semester's duration; or
 - 3.2.2 [TWO] Students for one semester's duration each.
- 3.3 Each Institution's representative will review the activity prior to each semester deadline to determine any imbalance in the number of Students and adjust the number to maintain a reasonable balance.
- 3.4 An absence of Students for an academic year does not affect the operation of this Agreement.
- 3.5 Both institutions agree to accept additional fee-paying (study abroad) Students outside the reciprocal, tuition fee-waiver exchange arrangements. These Students pay the relevant study abroad fee direct to the Host institution.
- 3.6 Students undertaking courses offered through UOW College (including English language programs, or English Plus Uni) will be accepted on a fee-paying basis.

4. Duration of Activity

- 4.1 The period of the program for a Student shall be for:



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4.1.1 one semester; or

4.1.2 two semesters to a maximum of one academic year.

4.2 Any extension of a one semester activity shall only be permitted with the Agreement of both institutions.

4.3 A Student accepted by the Host Institution is not permitted to transfer into a degree (award) course of study.

5. Reciprocal funding arrangement and Costs

5.1 IITKGP and University of Wollongong will provide the same nature of support to each visiting student.

5.2 Each Student will pay tuition and other compulsory fees applicable for the period of the program to the Home Institution, except in the case of Study Abroad Students, who in the case of those enrolled at UOW, will pay the applicable Study Abroad fee to UOW, in addition to any fees payable at the Home Institution.

5.3 Each Host Institution will waive all tuition fees (with the exception of any course taken at UOW College) for any Student accepted as an Exchange Student.

5.4 All other costs associated with the program, including but not limited to housing, meals, books, sports activities, travel, health insurance and visa costs, will be the responsibility of the Student

6. Selection admission and enrolment of Students

6.1 Each Host Institution may decide to set desirable academic background on the part of the visiting students for the experience to be successful which shall be shared with the other Institution in a timely manner.

6.2 Each Home Institution shall consider the desirable background as above but otherwise be free to select their students for the participating in the exchange program. The list and academic background of selected students will be shared with the other Institution in a timely manner.

6.3 The Student must satisfy:

6.3.1 Academic admission requirements; and

6.3.2 Language entry requirements;

as determined by the Host Institution for acceptance into an activity.

6.4 A Student accepted by the Host Institution must have completed at least one year of study at the Home Institution.

6.5 The Host Institution reserves the right to determine the final admission eligibility of each Student nominated by the Home Institution.

6.6 Participation in a Student mobility activity under this agreement carries no expectations of subsequent transfer to the regular degree programs of the Host Institution.

6.7 Students must be enrolled on a full-time basis at the Host Institution, unless otherwise agreed between the Institutions.

6.8 Students will be required to have medical insurance of a type and amount acceptable to the Host Institution, the cost of which will be paid by the participating Student.



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- 6.9 The obligations of the parties under these arrangements are only for the participants and do not extend to their spouses or dependents.

7 Responsibilities of the Host institution

- 7.1 All Student services and facilities of the Host Institution including Student support services will be made available to Students.
- 7.2 Upon completion of the agreed period of study and subject to all debts owing to the Host Institution have been cleared, the Host Institution will send an official academic transcript for each Student to the Home Institution. Transcripts will be sent as soon as practicable after the completion of the study period. The results achieved by the Students shall be accepted by each Home Institution separately in accordance with their procedures.
- 7.3 The Host Institution will:
- 7.3.1 Inform the Home Institution within 24 hours of being advised of any critical incident involving a student of the Home Institution, such an incident including but not limited to serious illness or death, accident or injury, arrest, being a victim of crime, or a missing person report.
- 7.3.2 Provide a contact point for others seeking information or assistance in regard to such an incident, including consular staff, the student's emergency contact or family, and staff of the Home Institution, without breaching any relevant privacy obligations.
- 7.3.3 The Host Institution will provide an emergency telephone contact person or service available 24 hours a day 7 days a week for students.
- 7.3.4 Provide information, as part of the formal orientation program, and/or electronically on: safety, security and police services available on and off campus including contact telephone numbers for these services; any known security risks and mitigations for those risks on and off campus in the Host Institution's country; and risks and potential mitigations involving activities likely to be undertaken by students in the Host Institution's country and region (including the rental and driving of motor vehicles and outdoor activities, especially those activities with which students from are likely to be unfamiliar.

8. Responsibilities of the Home Institution

- 8.1 The Home Institution will use reasonable endeavours to ensure that students are briefed on its requirements for the program and are aware that they must represent their Home Institution and country in a positive manner and to the best of their ability.
- 8.2 The Home Institution will maintain a copy of the insurance policy and coverage details of that insurance for each Student, and provide this if requested in the event of a critical incident to the Host Institution.
- 8.3 The Home Institution will provide a safety briefing and/or printed information in print to students prior to departure from the home country, such information to include the importance of observing local laws and regulations, being sensitive to local customs and practice, and maintaining a sense of safety and personal security awareness in unfamiliar environments.

9. Responsibilities of the Student

- 9.1 The Student is responsible for obtaining his/her own visas and abiding by the conditions of the visa the Student holds for studies at the Host Institution.
- 9.2 The Student is responsible for ensuring that they hold appropriate insurance cover for the duration of the period of their program at UOW, and any associated period of travel or stay in Australia.



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Holders of a Student visa must maintain “**Overseas Student Health Cover**”, as required by the Australian Government, for the entire length of their visa. Students who undertake studies on other visas must be responsible for obtaining and maintaining appropriate health and other insurance for the period of study and any associated travel or stay in Australia.

9.3 Participation by the Student in the program covered by this Agreement must be conducted in accordance with the policies, rules and regulations applicable to each Institution. In the case of the University of Wollongong, these are the policies and regulations of the University of Wollongong and UOW Accommodation Services; and the laws, regulations and rules of the state of New South Wales, Australia.

9.4 The Host Institution may terminate the participation of any Student with immediate effect in the event of a serious breach of such laws, policies rules and regulations.

10. Accommodation

10.1 Both Institutions will assume responsibility for assisting Students to find appropriate accommodation either on or off campus.

10.2 All accommodation expenses, including application fees, shall normally be paid by Students direct to the appropriate residence or accommodation office unless an invoicing arrangement with the Home Institution has been agreed upon in writing.

11. Intellectual Property, Inventions and Innovations

11.1 All intellectual property held by a party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the party introducing or disclosing it. However, that party grants the Student and/or the other party a license to use such intellectual property for any purpose associated with this program.

11.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Home Institution or by the Host Institution respectively will belong to that Institution and may not be made use of except with that Institution's prior written consent.

11.3 Where the Institutions jointly develop intellectual property, inventions and innovations as a result of the research work of the Student working under the supervision of the supervisors, the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a case-by-case basis having due regard for each Institution's policies and governance requirements, the nature of the contributions made by both Institutions to the development of such intellectual property, inventions and innovations, and the terms and conditions imposed by any individual funding agencies or grant-making organizations. The general guiding principle for such case-by-case agreements will be that the intellectual property rights created in the course of this program will vest in each Institution in equal shares and that each Party may use such jointly-owned intellectual property for internal, non-commercial research and educational purposes. Save as aforesaid, nothing in this agreement shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to intellectual property currently licensed to or belonging to either Institute.

11.4 The provisions of this clause will survive beyond the termination of this Agreement.



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12 Compliance With ESOS Act

- 12.1 The Indian Institute of Technology Kharagpur acknowledge that UOW, as an Australian provider of education and training courses to overseas students, is required to comply with the Education Services for Overseas Students Act 2000 ("ESOS Act") and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 ("National Code") which is made under and forms part of the ESOS Act (see <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Regulations/Pages/default.aspx>)
- 12.2 The Indian Institute of Technology Kharagpur confirms it has been made aware of the requirements of the ESOS ACT and the National Code by UOW and agrees to assist UOW to comply with those regulations.
- 12.3 The Indian Institute of Technology Kharagpur, in any internal publications, agrees to refer students to the UOW website (www.uow.edu.au) for further information and to include the Commonwealth Register of International Courses for Overseas Students ("CRICOS") Provider Number 00102E when identifying UOW.

13 Prevention of exploitation

- 13.1 The Parties are committed to taking action against Exploitation. To the extent it is within their control, each Party must take reasonable action to address the Exploitation or risk of Exploitation.
- 13.2 The Partner Institution acknowledges that where the Australian Government Department of Foreign Affairs and Trade (DFAT) has provided funding for an activity the subject of this Agreement UOW is required to comply with the *Preventing Sexual Exploitation, Abuse and Harassment Policy (PSEAH Policy)* published by DFAT (as amended from time to time).
- 13.3 Where UOW advises the Partner Institution that the PSEAH Policy applies to activities under this Agreement, the Partner Institution must ensure that:
- 13.3.1 it complies with the PSEAH Policy, including applying the minimum standards required by DFAT; and
 - 13.3.2 its activities associated with performing this Agreement do not cause UOW to breach the PSEAH Policy.

14 Confidentiality

- 14.1 When receiving confidential information, the receiving must ensure that all the employees, students or agents to whom the confidential information is disclosed are bound to keep the confidential information confidential and not to use the confidential information except for this program.
- 14.2 The obligations of confidentiality in this cause 9 do not apply to information which may be required to be disclosed by law, is in the public domain other than by breach of this agreement, or has been independently developed or obtained by the receiving party.
- 14.3 Each party agrees that personal information about Students will be collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policies applicable to that party.
- 14.4 The Parties acknowledge that both institutions may be subject to various privacy, freedom of information and public records laws, and agree to co-operate and provide all necessary assistance within the legal requirements of each country in order to comply with these legal obligations.

15. Dispute resolution

- 15.1 As a general principle, the Parties shall work cooperatively to resolve any disputes that may arise from this Agreement.
- 15.2 With respect to any suit, action or proceeding arising out of or related to this Agreement:



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15.2.1 if the event or incident forming the subject of the proceedings occurred in Australia, this Agreement will be governed by the laws of the State of New South Wales and both Parties submit to the exclusive jurisdiction of the courts of that State; or:

15.2.2 if the event or incident forming the subject of the proceedings occurred in the Partner Institution's Country, this Agreement will be governed by the laws of the Partner Institution's country and both Parties submit to the exclusive jurisdiction of the courts of that country.

16. Variations to this agreement

16.1 Either Institution may terminate the Agreement with Twelve (12) months' notice, this being the period necessary to ensure that the activities in progress are satisfactorily completed.

16.2 All revisions and/or modifications to this Agreement must be agreed between the Parties in writing.

17. **Signatures:** The Agreement exists in two originals, one for each Party.

18. EXECUTED as an Agreement

EXECUTED for and on behalf of

UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686)

by its authorised delegate

Name of Authorised Delegate Professor Alex Frino

Position of Authorised Delegate Deputy Vice-Chancellor (Global Strategy)

Signature of Authorised Delegate

Date of Signature

15.2.21

EXECUTED for and on behalf of

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

by its authorised delegate

Name of Authorised Delegate Baidurya Bhattacharya



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Position of Authorised Delegate

Dean, International Relations

Signature of Authorised Delegate

Date of Signature

23 NOV 2020

