
**INTERNATIONAL
STUDENT EXCHANGE AGREEMENT**

Between
UNIVERSITY OF TECHNOLOGY SYDNEY
and
UNIVERSITAT DE VALÈNCIA

THIS INTERNATIONAL STUDENT EXCHANGE AGREEMENT is made BETWEEN:

UNIVERSITY OF TECHNOLOGY SYDNEY of 15 Broadway, Ultimo,
New South Wales, 2007 Australia ("**UTS**")

AND:

UNIVERSITAT DE VALÈNCIA, of Av. Blasco Ibáñez. 13 de València (C.P. 46010), Spain
("**UV**")

RECITALS

- A. The University of Technology Sydney Australia is a tertiary institution and body corporate established under the University of Technology Sydney Act 1989 (NSW). UTS has strong links to industry, the professions and the community and has a growing research reputation and a strong commitment to internationalisation.
- B. Universitat de València is an institution governed by public law, with its own legal personality and assets. Its mission is to provide the necessary teachings for the training of students, the preparation for the exercise of professional or artistic activities and the obtaining, where appropriate, of the corresponding academic titles, as well as for the permanent updating of knowledge and training, of its staff and teachers at all levels of education.
- C. The Parties wish to enter into this Student Exchange Agreement to establish a Student Exchange Program between their Institutions in order to provide participating students with an opportunity to internationalise their curriculum on the following conditions:

NOW THE PARTIES AGREE AS FOLLOWS:

1. Definitions:

Exchange means the exchange of Exchange Students between the Institutions under the Student Exchange Program established by this Agreement.

Exchange Student means a student who has been accepted to study at the Host University for a specified period under the reciprocal arrangements and terms and conditions of this Agreement.

Home University means the Institution at which students are currently enrolled.

Host University means the Institution that has agreed to receive students from the Home University.

Institution means the tertiary institution of each of the Parties to this Agreement.

Student Exchange Program or Exchange Program means a reciprocal program under this Agreement whereby students from each Institution have the opportunity to enrol in a full time non-award study program at the other Institution for a specified period of one to two Sessions/Semesters.

Semester means one of the two teaching periods of the academic year at Universitat de València.

Session means one of the two main teaching sessions of the academic year at UTS commencing in either February/March or July/August.

2. The Parties agree that each Institution shall make available up to eight (8) Session/Semester places to Exchange Students from the other Institution each calendar year. This means in one calendar year up to eight (8) Exchange Students from each Home University may enrol at each Host University for one (1) Session/Semester each. Alternatively, in one year, up to four (4) Exchange Students from each Home University may enrol at each Host University for two (2) Sessions/Semesters each. It is expected that the number of Exchange Students calculated in Sessions/Semester places will balance over the life of this Agreement.
3. Neither the Home University nor the Exchange Students involved in this Exchange Program pay tuition fees to the Host University. Exchange Students will continue to pay any fees as required to their Home University. Exchange Students are responsible for all their personal costs, including, without limitation, visa and travel documentation, housing, international and local travel, food, health, textbooks, and all other personal expenses.
4. Students studying as Exchange Students at UTS must purchase [Overseas Student Health Cover \(OSHC\)](#) as a condition of their visa for entering Australia.
5. The Home University is responsible for screening, selecting and nominating Exchange Students for this Exchange Program. Each Host University reserves the right to review and make final decisions in its absolute discretion on the admissibility of each Exchange Student nominated by the Home University. Where practicable, the Home University will

advise the Host University of its nominated Exchange Students at least three months prior to the proposed Exchange and the Host University will provide the Home University with at least two months' notice of Exchange Students that it has accepted from the Home University.

6. Exchange Students are enrolled as full-time, non-award students at the Host University. They are candidates for degrees at the Home University and in general are not eligible to be awarded a degree at the Host University.
7. Exchange Students may apply to study in any part of the Host University where they meet the general and academic requirements and prerequisites. These include any language requirements for entry. For most UTS programs, IELTS 6.5 overall or TOEFL 79-93 overall. For more details and specific information, please see the UTS Study Abroad and Exchange page. At UTS, students who do not meet the required level of English language may be eligible to enrol in the [Australian Language & Culture Program](#).
8. All Exchange Students are required to obtain prior written approval from both UTS and Universitat de València of all proposed subjects to be undertaken at the Host University. These approvals will usually be organised in advance through the application process. It is the responsibility of the Exchange Student and the Home University to check and determine whether the subjects undertaken at the Host University will count towards an award at the Home University.
9. The Parties acknowledge that the academic and research standards properly established by each Institution must be maintained at all times and that the relationship between the Parties will not operate to constrain either Institution from applying those standards.
10. Transcription of results and academic records will be provided to the Home University by the Host University as soon as practicable after the completion of a period of exchange study.
11. Students enrolled as Exchange Students are subject to all the rules and regulations of the Host University, and the laws and regulations of the country and state in which the Host University is located. Any breach of the rules and regulations of the Host University by an Exchange Student will be dealt with in accordance with the student misconduct or disciplinary rules of the Host University. Where any such action is taken in respect of a UTS student the Host University is to advise UTS of such action. In addition to any action taken by the Host University UTS retains the right to deal with students under UTS student conduct rules and determine an appropriate penalty to be applied by UTS.
12. The Host University will provide Exchange Students with academic counselling; assistance at enrolment and information on courses of study; and access to library and other facilities to the extent any enrolled student at the Host University is entitled to these.
13. Exchange Students are responsible for obtaining and maintaining a visa and any related documents necessary to ensure compliance with the Host University's country and state immigration laws and regulations during participation in a period of exchange study.

14. The Host University will provide assistance in finding accommodation but there are no obligations on the Host University to provide accommodation, and no guarantees on the provision of accommodation can be expected by Exchange Students.
15. Each Party must undertake the promotion of the education and training services of the other Party in a professional manner, and maintain the integrity and reputation of the other Party and its respective international education and training industry. In particular, all promotional and marketing materials used by each Party to promote the other must:
 - (a) have been provided by the other Party specifically for promotional and marketing purposes; or
 - (b) have been approved in advance in writing by the other Party prior to distribution.
16. Each Party shall amend or replace marketing materials as requested by the other Party including if such amendments or replacements are required by law.
17. No Party will have the right to use the name or logo of another Party without that Party's prior written consent. Use of the name and logo of another party should be in compliance with any other conditions attached to such consent.
18. Each Party will ensure that before any public statements in respect of anything arising from this Agreement (including statements to the media or articles relating to their joint activities) are released or published that the prior written consent of the other Party is obtained.
19. The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; foreign interference and foreign influence laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this agreement and/or the activities contemplated under this agreement. The Parties acknowledge that in any activities or projects contemplated by this agreement they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.
20. The Parties will effect and maintain all relevant insurances required under the laws and regulations of their respective countries and any other insurances regarded as customary and prudent in the provision of educational services that cover their liabilities under this Agreement including without limitation public liability and professional indemnity insurance. Evidence of such insurance shall be provided to the other Party upon request.
21. In no circumstances will a Party be liable for any loss, damage, costs or expenses of any nature in relation to: (i) any indirect, special or consequential losses; or (ii) any loss of profits (whether direct or indirect); or (iii) goodwill, which arise directly or indirectly from

that Party's breach or non-performance of this Agreement, or negligence in the performance of this Agreement or from any liability arising in any other way from the subject matter of this Agreement, but nothing in this Agreement excludes any liability for death or personal injury or any other liability which cannot by law be excluded.

22. Each Party is liable for costs associated with preparing, negotiating and executing this Agreement.
23. The terms of this Agreement may be amended by mutual consent in writing.
24. The Agreement shall remain in place for four years after the last signature, and the Parties may agree to review it with a view to extending its term.
25. This Agreement may be terminated by either Party, by giving not less than twelve months written notice to the other Party unless either Party is prohibited under any law or regulation from continuing under this agreement in which case the notice period may be immediate. All students enrolled at that time as Exchange Students must be permitted to complete their exchange studies provided it is not prohibited under law or regulation.
26. Where a problem or dispute arises between the Parties they will first seek to resolve that dispute between themselves and will use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the Parties may elect a third party by mutual consent, which party shall examine the problem or dispute and provide recommendations. All expenses incurred in appointing the elected third party shall be shared equally by the Parties.
27. This Agreement may be signed in counterparts each of which is deemed to be an original and all of which constitute one and the same instrument. If this Agreement is not signed on the same date, this Agreement will commence on and from the last date of signing. The Parties will sign copies of this Agreement with each Party retaining an original copy.
28. The Parties agree that this Agreement does not create or evidence a relationship between them of partnership, joint venture, employer and employee or agency.
29. This Agreement constitutes the entire Agreement between the Parties and any prior arrangements, agreements, warranties, representations or undertaking with respect to the matters set out in this Agreement are superseded.
30. All communications and notices between the Parties under this Agreement must be in writing and made through the Nominated Representatives as set out below or as alternatively advised by a Party in writing from time to time:

UTS Nominated Representative:

Mr Simon Watson

Senior Manager, Global Mobility Programs

UTS International

15 Broadway, Ultimo NSW 2007, Australia

Telephone:

Facsimile:

Email: Simon.Watson@uts.edu.au

UV Nominated Representative

Carlos Pomer Monferrer

Head of Service of International Relations

International Relations Service

Address: Palau de Cerveró Plaza Cisneros, 4 46003 Valencia. Spain

Telephone: +34 96 386 40 17

Email: convenis@uv.es

31. A notice given in accordance with clause 30 is taken to be received:

- (a) if hand delivered or couriered, on delivery;
- (b) if sent by prepaid post, five days after the date of posting;
- (c) if emailed, when the receiving Party acknowledges having received the email with an automatic read receipt being transmitted to the originating Party.

The Parties agree that any dispute relating to this MOU shall be governed by the law of, and shall be subject to the non-exclusive jurisdiction of the country of domicile of the substantive defendant to the action

EXECUTION PAGE

Signed for the Parties as an International Student Exchange Agreement by:

MARIA VICENTA
MESTRE|
ESCRIVA

Firmado digitalmente
por MARIA VICENTA|
MESTRE|ESCRIVA
Fecha: 2024.09.11
16:29:57 +02'00'

Mr Leo Mian Liu
Pro Vice-Chancellor

(Global Partnerships)

University of Technology Sydney

Mrs María Vicenta Mestre Escrivá
Rector

Universitat de València

Date: 10 September 2024

Date: _____