UNDERGRADUATE STUDENT EXCHANGE AGREEMENT

BETWEEN LOYOLA UNIVERSITY CHICAGO AND DEAKIN UNIVERSITY

In order to promote educational excellence, academic ties and international cooperation, Loyola University Chicago and Deakin University agree to establish an academic exchange agreement.

1) EXCHANGE PROVISIONS

a) Loyola University Chicago (LUC) and Deakin University (Deakin) agree to exchange a maximum of four (4) undergraduate students each year for one semester/trimester each.

b) The total number of students may vary from year to year with the exact number to be determined by mutual agreement of the program directors of LUC and Deakin.

c) In the event that the number of students who qualify to participate in the exchange program is not equal, each university will endeavor to accommodate those students selected for that academic year and ensure that the number of participants is equal by the end of a five year exchange period.

d) Either institution may send students for one full academic year rather than one semester/trimester term. If this is the case, two students for one semester/trimester shall be equivalent to one student for one full academic year.

e) Each institution shall confirm which courses are available to incoming exchange students, reviewed on an annual basis, via its web pages or other method of delivery.

f) Each institution will designate a member of its faculty or administrative staff as program director of the exchange program. The program director shall be responsible for soliciting and selecting candidates, advising them relative to their academic work while at the host institution, and managing pertinent records.

g) LUC will provide on-campus housing to all student participants in this exchange program. Deakin will provide students with information on how to apply for on-campus and off-campus housing.

2) EDUCATIONAL REQUIREMENTS

a) Each institution shall decide the criteria of admission and appropriate admission procedures. Student participants will have successfully completed at least one full academic year(s) at the home institution prior to attending the host institution.

b) Deakin students must meet the standard English language requirements for non-native speakers at the time of admission. A TOEFL score of 79 IBT or a score of 6.5 on the IELTS is required for undergraduate LUC admission and visa issuance. Candidates for the student exchange program at Deakin must satisfy the English Language proficiency requirements as outlined in Deakin’s Admission to Higher Education Courses Procedure, available on Deakin’s website.

c) LUC and Deakin agree that the administrative and educational requirements of both universities shall be respected in that all rules, regulations, and policies will be followed, including but not limited to admissions standards, academic progress rules, and all codes of student conduct. Students will be held accountable to both the host and home university student codes of conduct while participating in the exchange.
d) At the end of a student's stay, an official transcript from the host institution registrar's office must be requested by the student to be sent to the home institution. The transcript will show the courses taken, the number of credit hours earned, and the grades earned. Granting of credits for courses completed at the host institution shall be the sole prerogative of the home institution.

3) FINANCIAL REQUIREMENTS
a) The student participants in this exchange program will pay the required tuition for full-time study at their home institution and no such tuition shall be charged by the host institution, provided that they do not enroll in more than the standard full-time credit load. Participants will be responsible for paying to their host institution any other fees normally charged to students attending the institution, e.g. lab fees, activity fees, etc.
b) Deakin students at LUC are required to live on-campus. Student participants will pay for the cost of on-campus accommodation at LUC, or off-campus/on-campus accommodation at Deakin. Student participants who remain in their accommodation during vacation periods are responsible for any additional cost incurred. Specific on-campus accommodation rates at LUC and Deakin may vary from year to year and will be determined annually based upon availability and current housing rates.

5) MODIFICATIONS
a) Each of LUC and Deakin agree to the full and complete performance of its obligations contained herein and that this Agreement constitutes the sole, full, and complete Agreement by and between the parties.
b) Any amendment or modification to this Agreement shall be submitted for review to the competent authorities and shall not become binding unless reduced to writing and signed by both parties.
c) Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.
5) TERMS
   a) This Agreement shall take effect from the date of last authorized signature and shall be for a period of five (5) years.
   b) This Agreement may be renewed on the same terms and conditions for another five (5) years. Notification must be sent to the other party six (6) months prior to the expiration of the agreement.
   c) This Agreement may be terminated earlier upon ninety (90) days' notice by either party, provided that the student participants who have commenced the exchange current in the program are allowed to continue through the conclusion of the exchange even in progress pursuant to the terms of this Agreement then in effect.
   d) Each institution (Indemnifier) agrees to indemnify, the other institution, its officers, employees, and agents (the Indemnified) from and against any and all liabilities, claims, losses, damages, costs or expenses including reasonable attorney fees and disbursements (all of which are referred to as Loss) to the person or property of another arising directly from any negligent act or failure to act by the Indemnifier’s, which may occur during, or which may arise out of, the performance of this Agreement; provided that:
      i. the Indemnified must use all reasonable measures to mitigate any Loss;
      ii. the obligation of indemnification is reduced proportionately to the extent that any act, error or omission of the Indemnified contributes to the Loss.
   e) Force majeure: Neither party shall be considered to be in default of this Agreement as a result of its delay or failure to perform its obligations under this Agreement to the extent that such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not limited to, fire, flood, earthquakes, strikes, acts of terror, political uprisings, and unusually severe weather, but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.
   f) Except were disclosure is required by applicable law, both parties agree to keep the terms of this agreement confidential, and further agree not to disclose or make available to others, any privileged or confidential information received from the other for the duration of this agreement, without authorization of that party or unless required by law.

6) OFFICIAL TEXT
   a) This Agreement is written in English only with two original, signed copies.

   [Signatures]

   Patrick Boyle, Ph.D.
   Interim Provost

   Loyola University Chicago

   Date

   [Signatures]

   Mr. Ben Stubbs
   Director DUELI & Global Student Mobility

   Deakin University

   Date