Student Exchange and Study Abroad Agreement

between

LOYOLA UNIVERSITY CHICAGO  
1032 W. Sheridan Rd.,  
Chicago, IL 60660  
USA

and

AUSTRALIAN CATHOLIC UNIVERSITY,  
40 Edward St, North Sydney, NSW, 2060  
Australia

Loyola University Chicago, USA (herein referred to as "LUC") and Australian Catholic University, Australia (herein referred to as "ACU") agree to the following terms:

1. Definitions

In this Agreement:

"Academic Year" in the case of ACU means the academic year in Australia commencing in February and ending in November in the same calendar year. In the case of LUC means the academic year commencing in August and ending in May of the following calendar year. For the terms of this agreement, a semester will refer to 12-16 weeks.

"Agreement" means this Agreement.

"Exchange Student" means a student who is selected by the Home University, accepted by the Host University, and is included in the Exchange balance, as defined in Section III.

"Home University" means the institution in which a student is formally enrolled as a degree candidate.

"Host University" means the institution that has agreed to receive students from the Home University for a period of study on a non-degree basis.

"Party" means a party to this Agreement.

"Study Abroad Student" means any student who is selected by LUC, accepted by ACU on a fee-paying basis, and is not included in the Exchange balance.

"Unit" means an individual unit/subject/class usually offered within a degree course.

2. Purpose

The object of this collaboration agreement is to establish specific relations and cooperation between these two parties in order to enrich the understanding of the culture of the two countries concerned, promote educational excellence, academic ties, international cooperation, and to make possible the exchange of students between the parties on a continuing basis.
The purpose of the Student Exchange and Study Abroad program is to enable students to undertake units but not to study for an award/degree at the Host University. Units passed at the Host University will normally be accepted for credit towards an award in which the candidate is enrolled at the candidate’s Home University.

3. Numbers

Each University may send Exchange Students to the other party annually pursuant to this Agreement. Although the exact number of students exchanged may vary from year to year, it is expected that each university will seek to ensure that the overall number of students from each party, calculated in semester places, will balance over the life of this five-year agreement. For the purpose of determining the exchange balance, two (2) Students participating for one (1) semester shall be deemed equivalent to one (1) Student participating for one (1) academic year.

The maximum number of Exchange Students permitted under this Agreement is one (1) Exchange Student per academic year or two (2) Exchange Students participating for one (1) semester each per academic year.

Over and above the Exchange Student program, LUC students are able to study at ACU on a fee-paying basis in a Study Abroad program. Study Abroad Students are not included in the exchange ratio. ACU will determine the number of Study Abroad places available in consultation with the LUC annually. ACU students are not permitted to enrol as tuition and fee paying non-exchange students at LUC.

4. Operation of the Programs and Selection of Students

The Student Exchange and Study Abroad program is available to undergraduate students. Each institution shall decide the criteria of admission and appropriate admission procedures. Student participants will have successfully completed at least 1 full academic year at the home institution prior to attending the host institution. LUC candidates for student exchange at ACU must normally have earned a cumulative LUC GPA (grade point average) of at least 3.0 on LUC’s 4.0 scale prior to starting classes at ACU. LUC candidates applying to begin a second semester at ACU must remain in good academic standing at ACU for their first semester courses or receive special permission to begin a second exchange semester from both ACU and the LUC Office of International Programs. LUC students enrolled at ACU who fail to achieve this may be asked to return to LUC.

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. Exchange and Study Abroad Students may apply to enter any undergraduate unit offered at the Host University, provided that they meet the unit prerequisites. Prior to the application closing date for each semester, the Host University will advise the Home University of any units that are unavailable to Exchange and Study Abroad students.

The Home University will screen applications from its student body for exchange and/or study abroad and will send the Host University the completed applications for their students prior to the Host University application deadline for the proposed entry semester.

The Host University will assess the student’s previous academic background before admitting that student to any unit and this may have the effect of restricting the range of units available at the Host University.

LUC and ACU 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.

The Host University has the right to make final judgement on the eligibility for admission of each student nominated.

5. Responsibilities of the two Parties

Both parties will:

5.1. Agree to accept Exchange and Study Abroad Students from each other and enrol them as full-time 'non-award' (non-degree) students for the regular semesters of the academic year, subject to the provisions of section IV above,
5.2. 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. At ACU, the authority to operate this Agreement is vested in ACU International. At LUC the authority to operate this Agreement is vested in the Office of International Programs, Study Abroad unit;

5.3. Advise students about the Host University, the Exchange and Study Abroad programs, fees payable and activities provided;

5.4. Provide the other party with information about relevant programs available to Exchange and/or Study Abroad students;

5.5. Assess applications from its student body for the Exchange and Study Abroad programs;

5.6. Send to the Host University the completed applications for their students by the official closing dates for each corresponding intake;

5.7. Provide the necessary academic counselling and student support services such as assistance at enrolment, information on courses of study and access to library facilities;

5.8. Use reasonable endeavours to ensure that students abide by the rules set forth in the Host University’s Code of Conduct or its equivalent. The Host University, in its sole discretion, reserves the right to dismiss any Exchange or Study Abroad Student whose academic performance or conduct warrants such action;

5.9. Use reasonable endeavours to ensure that students are aware of their obligations to abide by and be subject to the laws and regulations of the host country;

5.10. Provide Exchange and Study Abroad Students with an orientation program;

5.11. Provide assistance on the administrative and logistical aspects of the programs;

5.12. Provide assistance with finding suitable accommodation. LUC will guarantee on-campus or university-affiliated housing to all ACU student participants. ACU will facilitate access to suitable housing operated by ACU or an approved accommodation provider to all LUC student participants.

5.13. Provide assistance with visa documentation and the purchase of compulsory health insurance (if required);

5.14. Upon request of the student, provide an original Academic Transcript of results from the Host University, which will be forwarded, on the student’s behalf, directly to the Home University upon completion of the program; the transcript will show the courses taken, the number of credit value earned, and the grades earned; granting of credits for courses completed at the Host University shall be the sole prerogative of the Home University. LUC will instruct Exchange Students on how to request that academic transcripts be sent from LUC to ACU using LUC’s online self-service student information system;

5.15. Promote and publicise the Student Exchange and Study Abroad programs to its students; and

5.16. Amend or replace marketing materials as requested by the Host University.

5.17. After their exchange term has ended, LUC will post grades earned by LUC students studying at ACU as follows:

<table>
<thead>
<tr>
<th>ACU Grade</th>
<th>LUC Grade earned by LUC students studying at ACU</th>
</tr>
</thead>
<tbody>
<tr>
<td>HD: High Distinction</td>
<td>A</td>
</tr>
<tr>
<td>DI: Distinction</td>
<td>A</td>
</tr>
<tr>
<td>CR: Credit</td>
<td>B</td>
</tr>
<tr>
<td>PA: Pass</td>
<td>C</td>
</tr>
<tr>
<td>PS: Pass Ungraded</td>
<td>Not applicable</td>
</tr>
<tr>
<td>NH: Fail Hurdle</td>
<td>D</td>
</tr>
<tr>
<td>NU: Fail Ungraded</td>
<td>F</td>
</tr>
<tr>
<td>NN: Fail</td>
<td>F</td>
</tr>
</tbody>
</table>

5.18. For LUC students studying at ACU, 10 ACU credits shall post as equivalent to 4 LUC semester credit hours on the student’s LUC transcript.

ACU ABN 15 060 192 660 and CRICOS Provider Code: 00004G
6. Responsibilities of Students

6.1 Pay tuition and related fees and application fees in accordance with their approved program:

   a. Exchange students will be required to pay tuition and compulsory fees to their Home University during their period of enrolment at the Host University; students 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, etcetera;

   b. Exchange students will not be required to pay tuition fees to the Host University, provided that they do not enroll in more than the standard full-time credit load. Study Abroad Students from LUC will be required to pay tuition and related fees to the ACU. At ACU, Study Abroad Students from LUC will be eligible to pay a reduced tuition fee that is twenty (20) per cent below the published ACU Study Abroad fee for the applicable enrolment period.

6.2 Obtain official approval from the Home University for units taken at the Host University (see 5.14 above);

6.3 Take responsibility for arranging the necessary visa and for the costs of accommodation, international travel, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses, including any costs that may be incurred during a break during or between semesters;

6.4 Complete the same academic workload and fulfill the same academic requirements for assessment as the Host University degree program students;

6.5 Abide by the rules and regulations of the Host University and the laws and procedures of the host country; students will be held accountable to both the Host and Home university student codes of conduct while participating in the exchange;

6.6 All participants must show evidence of adequate medical and accident insurance. ACU students at LUC are required to purchase the LUC University health insurance policy or provide proof of comparable coverage by established deadlines. LUC students entering Australia as a Student Visa holder must purchase Overseas Student Health Cover (OSHC) to cover the length of their visa in Australia as required by the Australian Government; they will also be enrolled in the LUC overseas emergency medical insurance plan.

6.7 Student participants shall provide financial certification acceptable to the host institution as required for visa regulations. LUC and ACU will assist students, upon receipt of all documentation, with visa application and the measures to ensure legal status in their host country;

6.8 ACU 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 ACU. 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 ACU may vary from year to year and will be determined annually based upon availability and current housing rates.

7. Force Majeure

If, as a result of an act of force majeure, including without limitation, an act of God, war, riot, labour dispute, strike or threat thereof, intervention of a government agency or instrumentality or other occurrence beyond the control of either party, the Host University is unable to offer the Program to one or more of the Home University’s students, the Host University shall not be liable to pay any compensation to the Home University staff or students for any loss caused by the cancellation of the Program.

8. General

ACU and LUC shall undertake all those measures that are seen as reasonable to give maximum effect to this Student Exchange and Study Abroad program. Such actions will include the exchange of academic handbooks, newsletters and promotional material.

Neither institution may incur, commit, or authorize financial expenditure on behalf of the other.

Each institution will be responsible for its own costs associated with any activities relating to this agreement.
ACU and LUC acknowledge that the other party is required to comply with the applicable export laws and regulations relevant to the implementation of the agreement. In Australia, ACU is required to meet certain obligations under the Australian Education Services for Overseas Student Act (ESOS) 2000 and subordinate legislation, including the Australian National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the Code).

Both parties acknowledge that ACU is an authority bound by the Privacy Act 1988 (Cth) including the Australian Privacy Principles under that Act, including the Notifiable Data Breaches (NDB) scheme and the European Union General Data Protection Regulation (GDPR). ACU will comply and LUC will make reasonable efforts to comply with the provisions of this Act in respect to any of their students, staff or researchers connected to this agreement. This Act may, in certain cases, restrict the transfer of students’ personal information between the parties. Additional information on this Act will be supplied by ACU on request.

The parties understand and recognise the importance of ACU's compliance with all requirements (including legislative requirements) set down by the Tertiary Education Quality Standards Agency (TEQSA) for all higher education courses conducted by ACU and in its international partners. Upon specific request of ACU, LUC will reasonably cooperate with ACU to facilitate compliance with TEQSA requirements including, but not limited to, appropriate participation in quality assurance assessments and audits required by ACU.

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, who 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. In the event that the parties have not resolved the dispute within 20 business days of receiving the recommendations of the elected third party, the parties acknowledge and agree either party may institute legal proceedings.

9. Contact details for this Agreement

<table>
<thead>
<tr>
<th>Manager, Exchange and Study Abroad</th>
<th>Brian Johnson, Ph.D.</th>
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</thead>
<tbody>
<tr>
<td>ACU International</td>
<td>Associate Director, Study Abroad</td>
</tr>
<tr>
<td>Australian Catholic University</td>
<td>Office of International Programs</td>
</tr>
<tr>
<td>Level 12, Tensile Woods House</td>
<td>Loyola University Chicago</td>
</tr>
<tr>
<td>8-20 Napier Street, North Sydney NSW 2060</td>
<td>1032 W. Sheridan Rd.</td>
</tr>
<tr>
<td>AUSTRALIA</td>
<td>Sullivan Center, Suite 206</td>
</tr>
<tr>
<td>Telephone: +61 2 9739 2428</td>
<td>Chicago, IL 60660</td>
</tr>
<tr>
<td>Facsimile: +61 2 9739 2100</td>
<td>USA</td>
</tr>
<tr>
<td>Email: <a href="mailto:learning.abroad@acu.edu.au">learning.abroad@acu.edu.au</a></td>
<td>Telephone: +1 773 508 3899</td>
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<tr>
<td></td>
<td>Facsimile: +1 773 508 7125</td>
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<tr>
<td></td>
<td>Email: <a href="mailto:bjohnson18@luc.edu">bjohnson18@luc.edu</a></td>
</tr>
</tbody>
</table>

10. Terms of the Agreement and Amendment

This Student Exchange and Study Abroad Agreement will be effective when the representatives of both parties affix their signatures to it. It shall stay in effect for five (5) years from the date of signing unless terminated at the request of either party. It may be subject to revision or modification from time to time by mutual agreement, and otherwise may be renewable on the same terms and conditions for another five (5) years pending a review of the agreement by both parties one year in advance of the expiration date. Both parties must agree to any renewal in writing. No automatic renewal shall occur.

Either party reserves the right to suspend or terminate this Agreement upon six months’ written notice to the other party. In this case, any student already approved to participate in the exchange or study abroad program by both parties shall be allowed to complete their program under the conditions of this agreement.
This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior agreements between the parties, with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the Agreement between the parties with respect to its subject matter. There are no understandings, agreements or representations, oral or written, not specified herein, regarding this Agreement. No amendments, consents or waivers 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 stated. 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. ACU and LUC, 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.

Each institution agrees to indemnify, defend and hold harmless the other institution, its officers, employees, and agents from and against any and all liabilities, claims, losses, damages, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses including attorney fees arising either directly or indirectly from any act or failure to act by the institutions’ officers or employees, which may occur during, or which may arise out of, the performance of this Agreement.

Except where 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.

11. Official Text
11.1 This Agreement is written in English only with two original, signed copies.

Executed as a Student Exchange and Study Abroad Agreement:

Mr Chris Riley  
Pro Vice-Chancellor, Global and Education Pathways  
For  
Australian Catholic University  
Date: \textit{14 June 2019}

Margaret Callahan  
Margaret Faut Callahan, CRNA, PhD, FNAP, FAAN  
Interim Provost and Chief Academic Officer  
For  
Loyola University Chicago  
Date: \textit{6.5.2019}