EXCHANGE AGREEMENT

BETWEEN:

UNIVERSITY OF BALLARAT of University Drive Mt Helen, Victoria, Australia. ('home')

And

THE UNIVERSITY OF VIRGINIA SCHOOL OF NURSING of 202 15th St SW, Charlottesville, VA 22903-3306, USA ('host')

RECITALS:

1. The Parties have agreed to develop a cooperative programme of undergraduate and graduate education, student and faculty exchanges and visiting scholar arrangements between them for the purposes
   a) of promoting academic linkages,
   b) enriching the understanding of the culture of the two countries concerned,
   c) to enhance the educational processes at each institution,
   d) to promote collaborative research and other educational developments,
   e) to enable students to enroll in subjects at the host institution for credit which will be applied at the home institution.

AGREEMENT:

1. DEFINITIONS;

   a) For the purposes of this agreement "home" institution shall mean the institution at which the students intend to graduate and "host" institution shall mean the institution which has agreed to accept the student from the home institution.

   b) "semester" or "academic year" shall normally refer to the period relevant to the host institution.

2. THE RESPONSIBLE PARTIES;

   The Head of the School of Nursing at Ballarat and the Dean, School of Nursing at University of Virginia will be responsible for monitoring and overseeing the performance of this agreement.
3. RESPONSIBILITIES OF PARTICIPATING INSTITUTIONS AND STUDENTS

Each institution shall undertake all those measures deemed to be reasonable to give maximum effect to this exchange programme including:

a) Each institution agrees to accept and enroll exchange students as full-time “non-degree” students for the duration of their exchange
b) Each student will be provided with the same academic resources and support services that are available to all students at the host institution.
c) It will be the responsibility of each student to obtain official approval from his or her home institution for subjects taken at the host institution.
d) Exchange students will have access to all regular course offerings for which they have qualified and in which space is available at the host institution.
e) The decision to offer a student entry into a course or unit will be at the sole discretion of the host institution
f) Exchange students will abide by and be subject to the rules, procedures, guidelines, local statutes, laws and visa requirements of the host institution and country.
g) The home institution will be responsible for all matters concerning credit for the subjects taken
h) Both institutions will endeavour to provide board to exchange students in their housing facilities, or if not available find equivalent housing.
i) In respect of financial support, the host institution, at no cost to the exchange student, will provide tuition and related costs, orientation programmes, reports and statement of results and reception of students on arrival
j) The exchange student will be responsible for the cost and expense of travel to and from the host institution, books and stationary and like materials, travel documentation and visas and like immigration or custom documentation, student association and general services charges, health and medical insurance, optional fees, room and board and general living expenses.
k) Exchange students must show proof of health insurance that is valid in the host institution country in order to be exempt from health insurance payments at the host institution.
l) The home institution shall satisfy itself that a candidate for exchange has the ability to meet his or her financial responsibilities as contained in this agreement. This may include a period of vacation if a student is participating in an exchange which covers two semesters
m) Each institution will provide an official transcript of the exchange student’s academic work within thirty days of the completion of a semester. Transcripts will be forwarded by the responsible party and any credit earned at the host institution may be transferred in accordance with procedures determined by the home institution
n) Exchange students must be enrolled in their home institution while undertaking study at the host institution.
4. EXCHANGE;

a) Subject to the availability of suitable candidates each institution will send up to two students each academic year and/or students may be exchanged on a one-for-one basis for special short courses, semester programmes, or for the academic year.

b) In principle, the exchange of students will occur on a one for one basis. This number may vary in any given year, but over a fixed period of three years the total number of students participating should be balanced.

5. SELECTION AND ENROLLMENT OF STUDENTS;

Only students of high academic quality will be selected to participate in an exchange programme. The home institution will screen applications from its student body. Students both undergraduate and graduate are eligible to participate if they;

a) Have completed a minimum of two years study at their home institution if they are undergraduate students,

b) Have completed and passed what compares to three years of university studies within their major area of study if they are graduate students,

c) Are enrolled at their home and host institution for the full period of their exchange,

d) Have an enrollment proposal approved by their home faculty and host institution, and are deemed academically qualified to successfully complete the nominated subjects at the host institution. Each institution will inform the relevant international office of subject availability, including enrollment limitations and conditions.

e) Have obtained an agreement from their home institution that upon successful completion of the subjects at the host institution, full credit will be granted towards the degree at their home institution; and

Each institution will meet the required deadlines for communicating the other part how many and which students have been selected for exchange. The host institution reserves the right of final approval on the admission of a student and will, where appropriate, establish language proficiency standards.

6. EXTENSION OF STAY;

Upon completion of the exchange at the host institution the exchange student will be granted an extension of stay only if such an extension has been approved by both institutions and by local immigration authorities.
7. EXCHANGE STUDENTS FAMILY;

It is not anticipated that spouses and dependants will accompany an exchange student. Where such an arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional expenses incurred by accompanying spouses and dependants are the responsibility of the exchange student.

8. FACULTY OR STAFF EXCHANGES;

The parties may also develop a cooperative programme of general staff, faculty members, undergraduate and graduate education, research and visiting scholar arrangements the exact terms of which shall be subject to further negotiation by the responsible parties.

9. REVIEW;

This agreement will be reviewed on an annual basis by the responsible parties. Exchange imbalances will be rectified in the ensuing year, if possible.

10. TERM OF AGREEMENT;

The term of this agreement shall be for a term of three years commencing on the date of signing and may be extended by the mutual agreement of the parties in writing.

11. TERMINATION.

Either party may terminate this agreement on giving the other party six months written notice of their intention to do so, provided that all exchange imbalances are rectified prior to the date of termination.

12. ENTIRE AGREEMENT;

This agreement constitutes the entire agreement between the parties. No amendments, consent or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties.
DATED THIS DAY OF 2005

SIGNED for and on behalf of the University of Ballarat
By; In the presence of;

SIGNED for and on behalf of The University of Virginia School of Nursing
By; In the presence of;

Stephen A. Kimata
Assistant Vice President for Finance and University Comptroller for the Rector and Visitors of the University of Virginia