



STUDENT EXCHANGE AGREEMENT

This STUDENT EXCHANGE AGREEMENT is executed and entered on 12th day of June Month of 2019 (Effective Date) at Pune.

Between

National University of Ireland Galway having its address at: University Road, Galway, Ireland, which expression unless repugnant to the subject or context thereof shall mean and includes its Officers, Authorities, Representatives etc, (Hereafter referred to as "NUI Galway") OF THE FIRST PART

AND

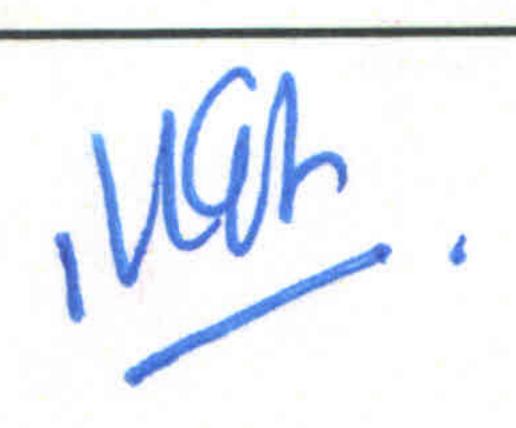
SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY)

a University established under Section 3 of the UGC Act 1956 and having address at: Symbiosis Knowledge Village, Gram: Lavale, Taluka: Mulshi, District: Pune 411042 (India), for and on behalf of its Department the Symbiosis Centre for International Education (SCIE), having its campus at: Senapati Bapat Road, Pune 411 004 Through its Registrar (Hereinafter referred to as "SCIE")

... OF THE SECOND PART

[It is clearly and distinctly understood and acknowledged that this Agreement has been executed by SIU, on behalf of Symbiosis Centre for International Education [SCIE], one of its Departments. Therefore, all the rights and obligations as provided in this Agreement shall be exercised / performed by SCIE on behalf of SIU and hence SIU in this Agreement hereafter be construed as SIU/SCIE].

Symbiosis Centre for International Education (SCIE) is a Department of Symbiosis International (Deemed University) and is engaged in providing leadership and support to internationalize the campus and the curricula. International students from over 85 countries pursue their undergraduate and postgraduate studies at Symbiosis and SCIE aims to provide the Students and faculty with opportunities to pursue their international academic interests to the fullest, be it through academic exchanges, or exposure to international conferences, seminars, workshops, and other resources;





RECITALS

NUI Galway and SIU (hereinafter collectively referred to as "the **Parties**"), desiring to enhance educational exchange opportunities for their students ("**Exchange Students**"), and based upon principals of mutual cooperation, agree to the establishment of a Student Exchange Program ("**Program**"), on the terms set out below.

WHEREAS NIU Galway is ranked among top universities around the world for its reputation over the past 170 years, recognised for inspiring minds and international outlook and providing courses in <u>Undergraduate Courses</u>, <u>Postgraduate Taught Courses</u>, <u>Professional</u>, <u>Part-Time And Evening Courses</u>, <u>Phds And Research Masters</u>, <u>Online Courses</u> in various streams of courses;

AND SIU has created a benchmark in the field of global education through its contribution in various educational, corporate and legal sectors;

AND WHEREAS this exchange shall be limited to exchange students from the School of Law, Irish Centre for Human Rights and the Centre for Disability Law and Policy at NUI Galway and SIU;

AND WHEREAS NIU Galway and SIU are desirous to collaborate to establish and build a relationship, co-operate in a broad range of areas and to work together to gain a mutual benefit. The Parties have decided to enter into a strategic alliance on terms and conditions mutually beneficial to them.

THE PARTIES AGREE AS FOLLOWS:

TERMS

1. DEFINITIONS

- "Exchange" shall mean a one-for-one exchange of students from each university;
- "Exchange Period" shall mean the length of time of the period of exchange approved by the Parties for a particular Exchange Student;
- "Exchange Students" shall mean students participating in the student exchange program;
- "Host Institution" shall mean the university which has agreed to receive the exchange students from the home institution;
- "Home Institution" shall mean the university at which the student is registered to graduate;
- "Student Exchange Program" shall mean the student exchange program established under this Agreement.



2. NUMBERS OF EXCHANGE STUDENTS

- During the term of this Agreement, each Party may send on exchange and host on exchange two (2) students per academic year.
- 2.2. The actual number of students on exchange shall be determined yearly by mutual agreement with the understanding that two (2) students enrolling for one semester/term shall be equivalent to one (1) student for one year. The Exchange Period shall normally be defined as being a full or half of an academic year. Opportunities for PhD student exchange will also be considered annually by agreement with each University.

For SIU, the academic year shall be from June to April, consisting of two semesters:

- from June to October (Fall / Odd semester) and
- from November to April (Winter / Even semester)

For NUI Galway, the academic year shall be from September 1 to May 31, consisting of two semesters:

- from September-1 to December 31, and
- from January 1 to May 31.
- 2.3 The Parties shall review the performance of the Students who have participated in Exchange Program annually. Where in a given year there exists an imbalance in the numbers of students on exchange (i.e., where one Party sends more students in a given year than it hosts) the imbalance shall be permitted to be carried forward subject to commitment to adjust the numbers of students exchanged in subsequent years to establish balance and written approval given in advance of the start of the academic year of the Exchange Period.

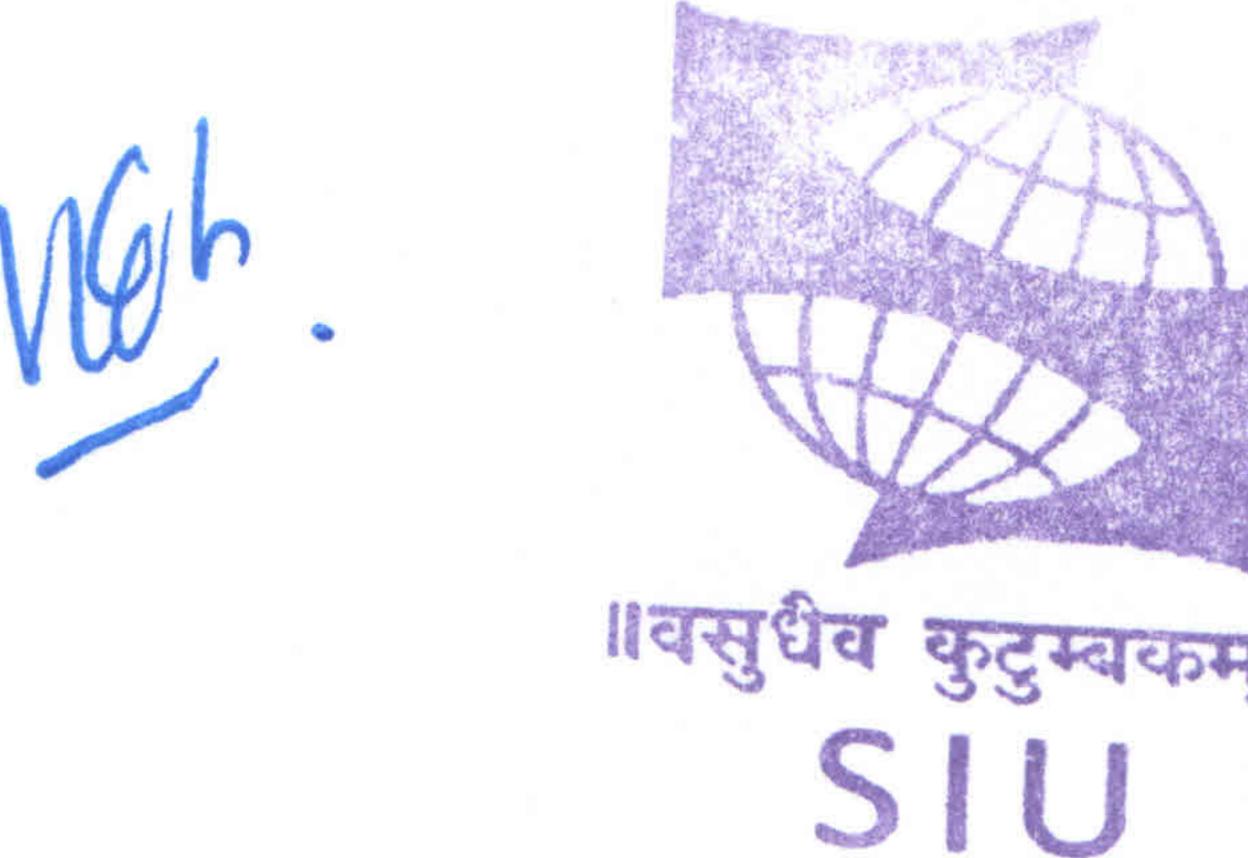
3. ELIGIBILITY AND SELECTION OF PARTICIPANTS

ELIGIBILITY

- The Home Institution shall propose to the Host Institution students who have met the following criteria for participation in the Student Exchange Program:
 - a) Undergraduate students, in appropriate academic standing, who shall have successfully completed no less than two years of undergraduate study in their current degree program at the Home Institution prior to commencing studies at the Host Institution;
 - b) Students shall have sufficient knowledge of the language appropriate to the Host Institution to carry out their studies at the Host Institution.

SELECTION

3.2 Both Universities shall accept the exchange students proposed by the other Party subject to the Exchange Students meeting the academic standards and/or professional qualifications of both universities.



For greater clarity, Exchange Students shall be selected on the basis of academic merit and/or professional qualifications without regard to race, colour, sex (including gender identity), pregnancy, sexual orientation, civil status, age, religion, political conviction, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability.

The Parties agree that they shall carry out their responsibilities under this Agreement in the same non-discriminatory manner. Any violation of these principles shall be considered grounds for terminating this Agreement.

4. ENROLMENT AND ACADEMICS

- Exchange Students shall be enrolled as full time, non-degree students at the Host Institution for the Exchange Period.
- Exchange Students shall undertake an academic program at the Host Institution, approved in advance by the Home Institution. Transcripts of results from the Host Institution shall be provided to the Home Institution as soon as possible, but no later than one academic term, after the completion of the exchange.
- Any academic credit earned at the Host Institution shall be transferred to the Home Institution in accordance with procedures determined by the latter.
- Upon completion of the Exchange, the Exchange Student must return to the Home Institution unless an extension to the Exchange Period has been expressly approved by both Parties.

5. Release of Personal Information

- The Parties recognize that the performance of the Agreement shall require the release of certain personal information relating to the Exchange Students participating in the Student Exchange Program. The Parties shall ensure that the disclosure shall be made in accordance with the applicable law. It is understood that the Exchange Students shall be required to provide written consent prior to the start of the Exchange Period.
- All students, their families and their dependants (where applicable) agree to respect the immigration and data protections laws of the host country. Each party accepts that the laws of the host country shall apply in matters concerning:
 - a) Each party's obligations in any program associated with this exchange;
 - b) The privacy and the protection of personal information about students enrolled at the Host University including and in particular all responsibilities under the EU General Data Protection Regulations and applicable Indian Laws.

6. ORIENTATION AND SERVICES

- 6.1 The Host Institution shall provide incoming Exchange Students with:
 - a) Access as full members of the Host Institution, to University facilities such as libraries and student union facilities;

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- b) An introductory or orientation program customarily arranged for its international students;
- c) Reasonable assistance in finding suitable accommodation;
- d) Assistance in matters of health, language and local custom that may arise;
- e) Academic and other advisory services.

A local charge may be incurred in respect of sports facilities, but incoming Exchange Students will be charged at the same rate as the Host Institution's students.

- 6.2 The Home Institution shall provide outgoing Exchange Students with:
 - a) Information and reasonable assistance with the necessary documents to obtain the appropriate visa;
 - b) A student preparedness and orientation program prior to their departure.
- Exchange Students from SIU are required to participate in the Orientation Session held at the start of each semester and to hold travel insurance including health insurance for the duration of their travel and stay in Ireland;

 Exchange Students from NUI Galway are required to hold travel insurance including health insurance for the duration of their travel and stay in India;
- The Host Institution shall designate an individual to act as a liaison officer to facilitate the exchange under the terms and conditions of the Agreement.

7. RESPONSIBILITIES OF EXCHANGE STUDENTS

- Exchange Student shall register/enrol, and pay tuition and all associated fees to their Home Institution.
- Exchange Students alone shall be responsible for all costs associated with the Exchanges. In addition to the costs in 7.1, these include:
 - a) Cost of travel to, from, and within the host country;
 - b) Cost of all accommodation, meals and such other personal expenses;
 - c) Cost of health insurance and any medical expenses;
 - d) Cost of textbooks, equipment, clothing, and all incidental fees;
 - e) Cost of passport and visa; Exchange students shall apply for and obtain the appropriate visa. The Host Institution shall provide assistance with the necessary forms;
 - f) Any and all debts incurred during the period of exchange.
 - g) For SIU students visiting NUI Galway they will be subject to a €300 Garda (Police) Immigration Registration Fee.
 - h) NUI Galway students will have to pay the SCIE administrative charges for transcripts, medical check-up, airport pickup, welcome kit, Insurance Charges which are compulsory.

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7.3 While on exchange, the Exchange Students shall have the same rights and privileges as all other students at the Host Institution, and shall be subject to, and comply with, the University policies and procedures, including codes of conduct and academic and disciplinary regulations at both universities.

A breach of any of these shall be cause for immediate termination of the particular student exchange.

8. FINANCES

There shall be no cost or transfer of funds between the Parties in respect of this Student Exchange Agreement.

9. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

- 9.1 This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the two Institutions for a period of 5 years.
 - This agreement may only be renewed upon express agreement evidenced in writing by the authorized representatives of the respective Parties.
- Any modification to this Agreement during its term shall be evidenced in writing and signed by the authorized representatives of the respective parties. Such amendments shall become part of this Agreement.
- 9.3 Either Party may terminate the Agreement before the end of its term by giving twelve months prior written notice to the other party. The parties agree that an Exchange Student shall be permitted to complete the exchange that began prior to the end of the Agreement and all terms and conditions of this Agreement shall apply until the exchange is completed.
- Nine (9) months prior to the expiration of this Agreement, the parties shall review in good faith the terms and conditions of the Agreement with the view to renew. The Agreement shall be renewed by mutual agreement and executed in writing by the authorized representatives of the parties.

10. CONTACTS

For all matters relating to the administration of the exchange program, notice shall be sent to the parties' liaison officers:

For SIU:

For NUI Galway:

Ms Swati Sahasrabudhe

Director of Internationalisation,

Head – International

School of Law NUI Galway

Initiatives & Collaborations

Galway

int.initiatives@symbiosis.ac.in

Ireland

For all notices of amendments, renewal and termination, such notices shall be sent be sent to the parties' authorized representatives as follows:

For SIU:

Ms Swati Sahasrabudhe
Head – International
Initiatives & Collaborations
int.initiatives@symbiosis.ac.in

For NUI Galway:

Head of School School of Law NUI Galway Galway Ireland

11. LANGUAGE CLAUSE

The parties to the present Agreement have requested that the present Agreement be drafted in the English language. Les parties à la présente ont demandé que la présente convention soit rédigée dans la langue anglaise exclusivement.

AND THE PARTIES HAVE SIGNED:

PARTY OF THE FIRST PART PARTY OF THE SECOND PART

For & On Behalf of National University of Ireland Galway

PROFESSOR PÓL Ó DOCHARTAIGH

Registrar and Deputy President

Date 17.0.2019

For National University of Ireland,
Galway,
University Road,
Galway, Ireland
H91 TK 33

On Behalf of Symbiosis International (Deemed University)

Dr Vidya Yeravdekar

Executive Director

Symbiosis Centre for International Education

Date 12 June 2019

For Symbiosis International (Deemed University)

Dr. M. S. Shejul



Date. 12 Jyne 2019

