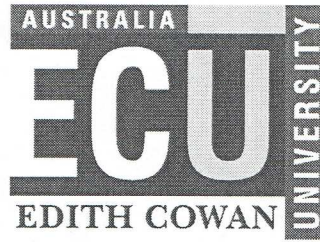




SYMBIOSIS
INTERNATIONAL UNIVERSITY



AGREEMENT FOR STUDENT EXCHANGE AND STUDY ABROAD

BETWEEN

EDITH COWAN UNIVERSITY

and

SYMBIOSIS INTERNATIONAL UNIVERSITY

STUDENT EXCHANGE AGREEMENT

BETWEEN

EDITH COWAN UNIVERSITY (ABN 54 361 485 361) a body corporate established pursuant to the Edith Cowan University Act 1984 (WA) of 270 Joondalup Drive, Western Australia WA 6027 (**ECU**).

And

SYMBIOSIS INTERNATIONAL UNIVERSITY, An Institution Deemed to be University, so declared u/3 of UGC Act, 1956 having its main campus at: Village: Lavale, Taluka: Mulshi, Dist: Pune, Maharashtra, India

INTRODUCTION

ECU and SIU have entered into a Memorandum of Understanding dated 08.10.2013 whereby the parties herein detailed the fields of co-operation between the two Universities including exchange of students.

ECU and SIU have agreed to enter into an agreement to promote joint education and student mobility by enabling a party (the "Home Institution") to send its students abroad to undertake a program of study with the other party (the "Host Institution") while those students are registered with the Home Institution.

NOW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT:

1. DEFINITIONS

1.1 In this Agreement:

1.1.1 **Agreement** means this agreement and any schedule or annexure thereto;

1.1.2 **Confirmation of Enrolment**, in case of Australia, means a document registered with Australian Department of Immigration and Citizenship] to confirm a student's acceptance into a particular course for a specified duration; and in case of India means a document duly certified by appropriate authorities under The Passport (Entry in India) Act, 1920, Foreigners Registration Act and rules made thereunder signifying confirmation of enrolment.

1.1.3 **Exchange Imbalance** means when the number of Exchange Places used by students from one party exceeds the number of Exchange Places used by students of the other party;

1.1.4 **Exchange Place** means the place available at the Host Institution for one Exchange Student from the Home Institution to undertake a program of study at the Host Institution for one academic semester;

1.1.5 **Exchange Student** means a student taking part in a Student Exchange Program between ECU and SIU in accordance with this Agreement;

1.1.6 **Home Institution** has the meaning given in the Introduction to this Agreement;

1.1.7 **Host Institution** has the meaning given in the Introduction to this Agreement;

1.1.8 **Schedule** means a schedule to this Agreement;

1.1.9 **Student Exchange Program** means a reciprocal student exchange program that enables students of the Home Institution to study at the Host Institution for a semester or academic year with an exemption from paying any application, admission and- tuition fees to the Host Institution;

1.1.10 **Study Abroad Student** means a student taking part in a study abroad program between ECU and SIU in accordance with this Agreement; and

1.1.11 **Study Abroad Program** means the program that enables students of the Home Institution to study at the Host Institution for a semester or academic year subject to payment by the relevant Study Abroad Student of any application, admission and/or tuition fees required by the Host Institution.

1.1.12 **Term** has the meaning given in clause 4.1.

2. STUDENT EXCHANGE AND STUDY ABROAD

2.1 Subject to the terms of this agreement, the parties agree to make available the number of Exchange Places per year as specified in Item 1 of the Schedule.

2.2 Notwithstanding the provisions of clause 2.1, each institution is prepared in principal to send and receive equal numbers of Exchange Students. While parity in the number of exchanges is the goal of the parties, the parties acknowledge that this may not be achieved in each year of the Agreement. The parties therefore agree:

2.2.1 to use all reasonable endeavours to resolve any Exchange Imbalance that arises during a preceding year(s) of this Agreement; and

2.2.2 that if an Exchange Imbalance arises in two or more consecutive years during the Term, the party which has used the least numbers of Exchange Places may elect, by notice in writing, to suspend (in whole or in part) the Exchange Places available at its institution until the aggregate number of Exchange Places used by each party during the Term are equal.

2.3 The Home Institution is responsible for allocating amongst its Exchange Students the Exchange Places available at the Host Institution (i.e. if there are two Exchange Places available at the Host Institution per year, the Home Institution may decide to send two Exchange Students for one semester each or one Exchange Student for one academic year).

2.4 The parties agree to foster student exchange by exempting Exchange Students from application, admission and tuition fees at the Host Institution. The Exchange Students will be responsible for all other fees and costs associated with their exchange, including the fees and costs set out in clause 3.

2.5 If the number of students from the Home Institution wanting to participate in the Student Exchange Program exceeds the number of available Exchange Places at the Host Institution, then the additional students may apply to the Host Institution as fee-paying Study Abroad Students.

2.6 If a student is accepted as a Study Abroad Student at the Host Institution, then the parties acknowledge that any Study Abroad fee, as set by the Host Institution will be payable directly to the Host Institution by the relevant Study Abroad Student as a condition of his study at the Host Institution. The Host Institution shall notify the Home Institution of the Study Abroad fees upon request by the Home Institution and the Home Institution shall ensure that the relevant Study Abroad Student is aware of his obligation to pay such fee.

2.7 The parties agree:

- 2.7.1 subject to clause 2.7.3, that each party will determine their own selection criteria for Exchange Students and Study Abroad Students that they nominate to the Host Institution;
- 2.7.2 that the Home Institution will be responsible for the selection of Exchange Students and Study Abroad Students to be nominated to the Host Institution provided that nominated undergraduate Exchange Students will have completed at least the first year of their undergraduate degree before commencement in the Student Exchange Program;
- 2.7.3 that Exchange Students and Study Abroad Students must satisfy the applicable admission requirements of the Host Institution. This includes academic and language requirements;
- 2.7.4 that the Host Institution may, in its absolute discretion, accept or refuse admission to any student nominated as an Exchange Student and/or Study Abroad Student;
- 2.7.5 that the Host Institution will notify the Home Institution as to which nominated students have been accepted at the Host Institution;
- 2.7.6 that Exchange Students and Study Abroad Students will be enrolled as full-time students at the Host Institution, that they will be given relevant identification cards and that they will have the same access to the facilities of the Host Institution as enjoyed by students of the Host Institution;
- 2.7.7 that the Exchange Students and Study Abroad Students will not be studying towards the completion of a degree or an award granted by the Host Institution;
- 2.7.8 that the Host Institution agrees to provide the official transcripts to Exchange Students and Study Abroad Students as soon as possible upon completion of the Semester. An explanation of the grading system will accompany the transcripts;
- 2.7.9 that the Host Institution will provide assistance, in accordance with their usual practices, to enable Exchange Students and Study Abroad Students to find suitable accommodation provided that it is acknowledged and agreed that the cost of accommodation will be met by the students and will not be the responsibility of the Home Institution;
- 2.7.10 that any extension of the course of study of an Exchange Student or Study Abroad Student at the Host Institution must be approved by both parties and must not exceed a period of two academic semesters;
- 2.7.11 that Exchange Students and Study Abroad Students must abide by all statutes, rules and regulations of the Host Institution for the duration of their exchange or study abroad placement. Failure to abide by the rules, regulations and standards of conduct of the Host Institution or the Host community and host country (state and federal) laws and regulations will result in the immediate termination of the student's placement at the Host Institution and notification to appropriate authorities; and
- 2.7.12 that the academic supervision and assessment of post-graduate research Exchange Students and Study Abroad Students will be negotiated on an individual basis.

3. COSTS AND RESPONSIBILITIES

- 3.1 Each party undertakes to inform their students who wish to take part or who take part in the Student Exchange Program or Study Abroad Program that the students will be personally responsible for:

- 3.1.1 all travel expenses;
- 3.1.2 insurance, including medical, accident and travel insurance as required by the Host Institution;
- 3.1.3 accommodation and living expenses;
- 3.1.4 applying for and obtaining appropriate visas and travel documentation;
- 3.1.5 purchasing academic, study or course material; and
- 3.1.6 all other debts incurred by the students during the exchange or study abroad placement.

4. TERM OF AGREEMENT

- 4.1 This Agreement will come into effect on the commencement date specified in Item 2 of the Schedule and will continue for the term specified in Item 3 of the Schedule (the "Term").
- 4.2 A party may terminate this Agreement for convenience and at any time and for any reason by giving six months notice in writing to the other party.
- 4.3 A party may by written notice immediately terminate this Agreement if the other party is in breach of any terms of this Agreement and the breach is not remedied within sixty days of a notice from the complaining party specifying the breach and requiring its remedy.
- 4.4 If this Agreement is terminated under clause 4.2 or clause 4.3, any Exchange Student or Study Abroad Student who has commenced a course of study at the Host Institution prior to the termination date may complete that course of study in accordance with the terms of this Agreement.

5. COMPLIANCE WITH THE AUSTRALIAN EDUCATION SERVICES FOR OVERSEAS STUDENTS ACT 2000

- 5.1 ECU and SIU have agreed to co-operate to enable selected students from SIU to study at ECU. SIU acknowledges that Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which ECU and its representatives must comply. These are known as the Education Services for Overseas Students Act 2000 (ESOS Act) requirements and include obligations under the National Code which is made under and forms part of the ESOS Act (the National Code).
- 5.2 To assist ECU to meet the ESOS Act requirements SIU will:
 - 5.2.1 inform prospective Exchange Students and Study Abroad Students accurately about the requirements of ECU courses using material provided by ECU;
 - 5.2.2 where fees and other charges are payable, advise Exchange Students and Study Abroad Students of the method of payment of fees and other charges to ECU and ensure students make all fees and charges payable to ECU;
 - 5.2.3 make available to prospective Exchange Students and Study Abroad Students any offer documents received from ECU as soon as possible.
- 5.3 SIU must give to prospective students, before they complete an application for enrolment in an ECU course, information provided to SIU by ECU about:

5.3.1 ECU and its facilities, equipment and learning resources;

5.3.2 living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;

5.3.3 the minimum level of English language ability, educational qualifications and work experience required for acceptance into a course.

5.4 SIU must:

5.4.1 make available to the student acceptance documents and the Confirmation of Enrolment as soon as possible after receipt from ECU in order to facilitate students to apply for a student visa; and

5.4.2 advise students that they are expected to maintain but not exceed a full-time course load at ECU.

5.5 SIU must not commit ECU to accept any prospective student into a course.

5.6 ECU must:

5.6.1 give SIU sufficient information to enable the SIU to comply with its obligations under clauses 5.2 to 5.4; and

5.6.2 inform SIU of any relevant changes to the ESOS Act or National Code requirements promptly after becoming aware of any such changes.

6. INDEMNITY

6.1 Each party agrees to indemnify and shall keep indemnified the other party and the other party's respective officers, employees, agents and contractors against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made against any Indemnitee arising from or in connection with this Agreement and:

6.1.1 any breach of this Agreement by the either party;

6.1.2 any wilful, tortious or unlawful act or omission of the parties or any of its officers, employees, agents or contractors; or

6.1.3 any breach of a State or Commonwealth law by the either party or any of its officers, employees, agents or contractors.

6.2 The liability under the indemnity in clause 6.1 will be reduced proportionately to the extent that any costs, losses, expenses, claims, damages or other liabilities result from any wilful, tortious or unlawful act or omission. The indemnity is a continuing obligation and remains in force and effect notwithstanding the expiry of the Term or early termination of this Agreement irrespective of how it is terminated or who terminated it.

7. RELATIONSHIP OF PARTIES

7.1 Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture, employee or agency relationship between ECU and SIU. Notwithstanding anything in this Agreement, a party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other party from time to time.

8. FORCE MAJEURE

8.1 If a party becomes unable, wholly or in part, due to Force Majeure, to carry out any of its duties or obligations under this Agreement:

8.1.1 it must give the other parties prompt written notice of:

8.1.1.1 detailed particulars of the Force Majeure; and

8.1.1.2 so far as is known, the probable extent to which it will be unable to perform or will be delayed in performing the duty or obligation;

8.1.2 the relevant duty or obligation, so far as it is affected by the Force Majeure, will be suspended during the continuance of the Force Majeure; and

8.1.3 the party must use all reasonable efforts to alleviate the effects of the Force Majeure as quickly as possible.

8.2 No party will be liable for any breach or non-performance of its obligations under this Agreement on account of Force Majeure.

8.3 In this clause "Force Majeure" means any act, event, circumstance or cause which is beyond the reasonable control of the parties and which results in a party being unable to observe or perform on time an obligation to be observed or performed by it under this Agreement including, but not limited to:

8.3.1 act of God, peril of the sea, accident of navigation, war, terrorism, sabotage, riot, insurrection, revolution, political movement, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning strikes, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), blockage of any access to any port or airport or transport terminal, epidemic, quarantine, radiation, radioactive contamination and any natural disaster;

8.3.2 travel advice issued by the Australian Department of Foreign Affairs & Trade or by the World Health Organisation recommending against travel to any country; or

8.3.3 action or inaction of a government or governmental or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order.

9. AMENDMENT

9.1 No amendment or variation of this Agreement is valid or binding on a party unless made in writing executed by the Vice-Chancellor and President of ECU or its nominee and SIU.

10. GENERAL

10.1 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.

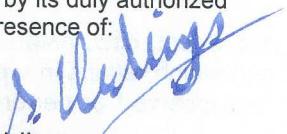
10.2 Neither party to this Agreement shall assign or purport to assign any right under this Agreement without the prior written approval of the other party.

10.3 All notices required to be given under this Agreement shall be in writing sent to the address of the party as set out in this Agreement or such other address as a party may designate by notice given in accordance with this clause. Any notice may be delivered by post or email and shall be deemed to have been served by post eight days after posting and by email on the day of sending the email.

10.4 This Agreement shall be governed in accordance with the laws of the jurisdiction of either the Host Institution or the Home Institution depending on where this Agreement is most closely connected given consideration to the parties involved, the location and the nature of the breach or incident and any applicable international laws.

PARTY OF THE FIRST PART

Signed for and on behalf of Edith Cowan University (ABN 54 361 485 361) by its duly authorized representative in the presence of:



Professor Simon Ridings
Deputy Vice-Chancellor (International)
And Vice-President

Date: 16 DEC 2015

Signature of witness



Name of witness (block letters)

Simon Davies Burrows

Date: 16/12/2015

PARTY OF THE SECOND PART

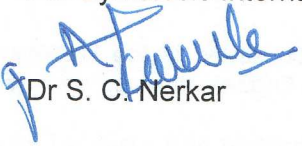
On Behalf of Symbiosis International University



Dr Vidya Yeravdekar
Executive Director
Symbiosis Centre for International Education

Date: 16 Dec 2015

For Symbiosis International University (witness)



Dr S. C. Nerkar

Registrar

Date: 16 Dec 15

SCHEDULE

Item 1 Clause 2.1

Number of
Exchange Places 2
per year:

Item 2 Clause 4.1

Commencement Date: This Agreement will commence on the date that the last of the
parties to this Agreement signs.

Item 3 Clause 4.1

Term: 5 years