

**AGREEMENT FOR  
STUDY ABROAD AND ACADEMIC EXCHANGE PROGRAMS**

**BETWEEN**

**LA TROBE UNIVERSITY  
(AUSTRALIA)**

**AND**

**ARISTOTLE UNIVERSITY OF THESSALONIKA  
(GREECE)**

**La Trobe University  
Legal Services  
Ph: 9479-2495  
Ref: PJ 11/02701**

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## AGREEMENT

**BETWEEN**

**LA TROBE UNIVERSITY** (A.B.N. 64 804 735 113) a body corporate constituted in accordance with the La Trobe University Act 2009, Victoria, Australia 3086 ("**LTU**")

**AND**

**ARISTOTLE UNIVERSITY OF THESSALONIKA** specified in item 4 of Schedule 1.

("AUT")

### 1. OBJECTIVES

- 1.1 LTU and AUT, in recognition of the value of international cooperation have agreed to enter an agreement encompassing a study abroad program and a student exchange program.
- 1.2 The parties acknowledge that separate documents may be jointly developed between individual faculties or departments of each institution specifying particular conditions for student mobility and transfer of study credits under the programs. These documents once agreed between the parties will form part of this Agreement.

### 2. DEFINITIONS

In this Agreement unless the contrary intention appears:

- 2.1 "**Alumni**" means an eligible person who has chosen to join the LTU Alumni.
- 2.2 "**exchange students**" means students who pay their normal fees at their Home Institution for the duration of their exchange and receive a fee waiver from the Host Institution in accordance with clause 4.2.1.
- 2.3 "**Home Institution**" means the educational institution in which a student is formally enrolled as a degree candidate.
- 2.4 "**Host Institution**" means the educational institution that has agreed to receive the participating students from the Home Institution for a limited period of study on a non degree basis.
- 2.5 "**study abroad**" means non-award fee-paying programs;
- 2.6 "**study abroad students**" means students being charged the study abroad fee and participating in the study abroad program but does not include exchange students.
- 2.7 "**visiting students**" includes exchange students and study abroad students.

### 3. STUDY ABROAD PROGRAM

- 3.1. The parties agree that the number of study abroad students from AUT to LTU is not limited.
- 3.2. The parties agree that the following guidelines apply to all study abroad students coming from AUT to LTU:
  - 3.2.1 Study abroad students will undertake an academic program at LTU, developed in consultation between the institutions, as full-time, non-award students. Study abroad students will enrol in subjects at undergraduate or postgraduate subjects as appropriate to their level of study. As a rule, study abroad students will take examinations at LTU;
  - 3.2.2 Study abroad students must have completed at least one semester of higher education prior to commencing studies at LTU;

3.2.3 Upon completion of the year or semester at LTU, the study abroad student must return to AUT. Extension of stay may be granted for semester students only when approved by both institutions.

3.3 LTU will enrol study abroad students from AUT as full-time, non-degree students for one semester or two semesters only.

3.4 LTU will assist AUT to develop a complete information pack, including visa information, to give to intending study abroad students.

3.5 AUT students participating in the study abroad program must pay study abroad and other fees to LTU as set out in item 1 of Schedule 1 to this Agreement.

3.6 Study abroad students from AUT will be charged tuition fees by LTU in accordance with item 1 of Schedule 1.

3.7 Nothing in clause 3 applies to exchange students.

#### **4. STUDENT EXCHANGE PROGRAM**

4.1 The parties agree to exchange the number of students specified in item 2 of Schedule 1 in either direction.

4.2 The parties agree:

4.2.1 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;

4.2.2 that exchange students will be enrolled as full-time non-degree students at the Host Institution;

4.2.3 that the Home Institution will evaluate coursework at the Host Institution and will recognise an exchange student's academic achievements at the Host Institution according to the Home Institution's statutes, regulations and procedures;

4.2.4 that both institutions will carefully monitor exchange balances with the aim of balancing exchange numbers over the term of this Agreement;

4.2.5 that any extension of a student exchange must be approved by both parties and must not exceed a period of 12 months; and

4.2.6 that the supervision and examination of post-graduate exchange students will be negotiated on an individual basis.

4.3 Nothing in clause 4 applies to study abroad students.

#### **5 PROVISIONS APPLYING TO BOTH STUDY ABROAD PROGRAM AND EXCHANGE PROGRAM**

5.1 The parties agree:

5.1.1 subject to clause 5.1.2, that the selection criteria for visiting students, including academic qualifications and language ability, will be determined by the parties;

5.1.2 that visiting students must satisfy the language requirements of the Host Institution (in the case of LTU these are set out at <http://www.latrobe.edu.au/international/apply/how-to/english>);

5.1.3 that the Home Institution will screen its applicants for the programs and then send the applications to the Host Institution by the due date



specified by the Host Institution and that the Host Institution reserves the right to accept or refuse admission to selected students;

- 5.1.4 that the Host Institution will forward to the Home Institution formal advice of students who have been accepted and who will be admitted by the Host Institution;
- 5.1.5 that visiting students will be given identification cards and will have the same access to the facilities of the Host Institution as enjoyed by students of the Host Institution;
- 5.1.6 that visiting students will become eligible to join the alumni of the Host Institution upon enrolment;
- 5.1.7 that the Host Institution will assist visiting students to find suitable accommodation and that the cost of accommodation will be met by the students;
- 5.1.8 that the Host Institution will provide visiting students with appropriate assistance in matters of health and local customs via orientation programs;
- 5.1.9 that visiting students shall be subject to all statutes, rules and regulations of the Host Institution for the duration of their stay at the Host Institution;
- 5.1.10 that the Host Institution will issue official transcripts directly to visiting students at the end of the student's stay at the Host Institution;
- 5.1.11 that any academic credit earned at the Host Institution may be transferred back to the Home Institution according to the faculty/department specific documents referred to in clause 1.2 of this Agreement; and
- 5.1.12 that Intellectual Property rights in material produced or created by visiting students involved in the programs including the right to publish, will be retained by the student unless varied by written agreement between the student and both institutions.

5.2 Each party undertakes to inform students involved in the study abroad program or the exchange program that they will be personally responsible for:

- 5.2.1 all travel expenses;
- 5.2.2 obtaining appropriate insurance, including accident and travel insurance and the medical insurance required of overseas students by government authorities in the country where the Host Institution is based;
- 5.2.3 accommodation and living expenses;
- 5.2.4 applying for and obtaining appropriate visas and travel documentation;
- 5.2.5 non-compulsory additional fees;
- 5.2.6 purchasing textbooks; and
- 5.2.7 all other debts incurred by the student during the course of the stay.

## **6 STAFF EXCHANGES**

- 6.1 The parties agree that staff exchanges may be negotiated by interested faculties within LTU and AUT. The conditions of any staff exchanges will be agreed in writing between the parties prior to the staff exchange commencing.

## **7 TERM OF AGREEMENT**

- 7.1 This Agreement will come into effect on the date the last party to sign it does so and will continue until the fifth anniversary of that date. This

Agreement may be varied or renewed with the written agreement of both parties.

- 7.2 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.
- 7.3 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.
- 7.4 If this Agreement is terminated under clause 7.2 or 7.3, any visiting student who has commenced a course of study at the Host Institution prior to the date of service of the termination notice may complete that course of study in accordance with the terms of this Agreement.

## **8 LIABILITY**

- 8.1 Nothing in this Agreement shall require a party to indemnify another party for any loss, claim or damage arising out of the actions of its students whilst at the Host Institution.

## **9 RELATIONSHIP OF PARTIES**

- 9.1 Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture, employee or agency relationship between LTU and AUT. 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.

## **10 FORCE MAJEURE**

- 10.1 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:
  - 10.1.1 it must give the other parties prompt written notice of:
    - 10.1.1.1 detailed particulars of the Force Majeure;
    - 10.1.1.2 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;
  - 10.1.2 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
  - 10.1.3 it must use all reasonable efforts to alleviate the effects of the Force Majeure as quickly as possible.
  - 10.1.4 No party will be liable for any breach or non-performance of its obligations under this Agreement on account of Force Majeure.
- 10.2 No party will be liable for any breach or non-performance of its obligations under this Agreement on account of Force Majeure.



10.3 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:

10.3.1 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 of transport terminal, epidemic, quarantine, radiation, radioactive contamination and any natural disaster;

10.3.2 travel advice issued by the World Health Organisation or by the Government of a country in which a party is based recommending against travel to any country; or

10.3.3 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.

## 11 GENERAL

11.1 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.

11.2 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.

11.3 All notices required to be given under this Agreement shall be in writing sent to the contact officer for a party as specified in item 3 of Schedule 1 at the address specified in that item or to such other contact officer at such other address as a party may designate by notice given in accordance with this clause. Any notice may be delivered by post or facsimile and shall be deemed to have been served by post eight days after posting and by facsimile on the day of transmission provided that the sender receives an "ok" (or any other relevant code) in respect of the transmission.

11.4 This Agreement shall be construed and governed in accordance with the laws of Victoria, Australia. Each party waives any right it has to object to an action being brought in the courts of Victoria, Australia, including claiming that the action has been brought in an inconvenient forum or those courts do not have jurisdiction.

11.5 Schedules 1 and 2 to this Agreement form part of this Agreement and have effect according to their terms.

**EXECUTED BY THE PARTIES AS AN AGREEMENT**

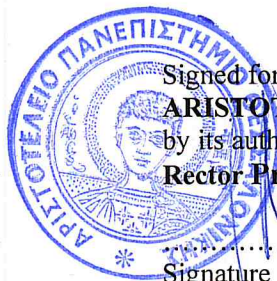
Signed for and on behalf of  
**LA TROBE UNIVERSITY**  
**Professor John Rosenberg**  
**Senior Deputy Vice-Chancellor &**  
**Vice-President**

.....  
Signature

.....17/12/12.....  
Date:

in the presence of:

.....  
Witness



Signed for and on behalf of  
**ARISTOTLE UNIVERSITY OF THESSALONIKA**  
by its authorized officer  
**Rector Professor Ioannis Mylopoulos**

.....  
Signature

.....14.1.2013.....  
Date:

in the presence of:

.....  
Witness

## **SCHEDULE 1**

### **1. Program Fee for Study Abroad**

Students commencing in 2012: AUD\$8700 per semester; AUD\$17,400 for two semesters (a full academic year) (Published Tuition Rate) for the Study Abroad Program.

In respect of years 2013 to 2016 the Study Abroad Program Fee will be the Published Tuition Rate.

AUT students will also pay other fees at the rate current for their period of study at LTU. These rates are published in the "Study Abroad Guide" produced and updated each year by LTU, and are available on the LTU web page at [www.latrobe.edu.au/international](http://www.latrobe.edu.au/international). Rates are updated annually and are also set out in letters of offer to intending study abroad students.

### **2. Number of Exchange Students (clause 4.1)**

Two (2) semester exchanges from each institution per year.

### **3. Contact officers (clause 11.3)**

**For LTU:**

Wendy Martinec

La Trobe Abroad Manager

Email: [studyabroad@latrobe.edu.au](mailto:studyabroad@latrobe.edu.au)

La Trobe University

Melbourne, Victoria

AUSTRALIA 3086

Phone: +613 9479 1222

**For AUT:**

Helen Bahtsavanopoulou-Kotsaki

Head, International relations Department

Email: [internat-rel@auth.gr](mailto:internat-rel@auth.gr)

Phone: +30 2310 996 742

### **4. AUT (including address)**

Aristotle University of Thessalonika,

Thessalonika, GR 54124, Greece



## SCHEDULE 2

### 1. PRIVACY

- 1.1 Each party agrees that any personal information or health information about an individual transferred to it by the other for the purposes of this Agreement shall be handled in accordance with:
- (a) the relevant legal requirements applying in the jurisdiction where the receiving party is based; or
  - (b) if the relevant legal requirements applying in the jurisdiction where the transferring party is based are substantially more stringent than the legal requirements applying in the jurisdiction where the receiving party is based—the relevant legal requirements applying in the jurisdiction where transferring party is based; or
  - (b) if no relevant legal requirements exist in the jurisdiction where the receiving party is based—the relevant legal requirements applying in the jurisdiction where the transferring party is based.
- 1.2 In the case of LTU, the relevant legal requirements are contained in the *Information Privacy Act 2000* and the *Health Records Act 2001*, information about which can found at <http://www.latrobe.edu.au/legalservices/other.html>.
- 1.3 For the purposes of this clause 1, “**health information**” has the meaning given in the *Health Records Act 2001*, and “**personal information**” has the meaning given in the *Information Privacy Act 2000*, both as in force from time to time.

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

Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which LTU and its representatives and agents have to comply. These requirements are contained in the *Australian Education Services for Overseas Students Act 2000* (the “**ESOS Act**”) and include obligations under the National Code, which is made under and forms part of the ESOS Act (the “**National Code**”). For the benefit of both parties, this part of Schedule 2 sets out the key requirements of the ESOS Act and National Code that will apply to this Agreement.

- 2.1 The parties will:
- (a) devise a strategy to promote LTU as a student destination in accordance with the relevant Australian government legislation;
  - (b) ensure that students are advised that they are required by the Australian Department of Immigration and Citizenship to provide to LTU their current address (not AUT’s address) while they are enrolled at LTU;
  - (c) ensure that students are advised that if the visa application of an EI student is refused, that LTU must refund the student’s fees and EI must obtain an address (not EI’s address) from the student and forward this address to LTU.

- 2.2 The parties will ensure that prospective students, before they complete an application for enrolment in a LTU course, have current information provided to AUT by LTU about:
- (a) the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable;
  - (b) the course content and duration, qualification offered if applicable, modes of study and assessment methods;
  - (c) campus locations and a general description of facilities, equipment, and learning and library resources available to students;
  - (d) details of any arrangements with another registered provider, person or business to provide the course or part of the course;
  - (e) indicative course-related fees including advice on the potential for fees to change during the student's course and applicable refund policies;
  - (f) information about the grounds on which the student's enrolment may be deferred, suspended or cancelled;
  - (g) a description of the ESOS framework made available electronically by Department of Education, Employment and Workplace Relations;
  - (h) relevant information on living in Australia, including:
    - (i) indicative costs of living;
    - (ii) accommodation options, and
    - (iii) where relevant, schooling obligations and options for school-aged dependants of intending students, including that school fees may be incurred.
- 2.3 The parties will ensure that prospective students are told that students who come to Australia on a student visa must have a primary purpose of studying and must study on a full-time basis.
- 2.4 The parties will not give false or misleading information or advice in relation to:
- (a) claims of association between providers;
  - (b) the employment outcomes associated with a course;
  - (c) automatic acceptance into another course;
  - (d) possible migration outcomes; or
  - (e) any other claims relating to LTU, its course or outcomes associated with the course.
- 2.5 AUT agrees that it will not commit LTU to accept any student into a LTU course at a LTU Campus in Australia.
- 2.6 The parties agree that they will not:
- (b) make any inaccurate claims of association of LTU with any other education provider;
  - (c) provide immigration advice where not authorized under the Australian *Migration Act 1958* to do so; or
  - (d) actively recruit a student in contravention of the National Code.
- 2.7 LTU will:
- (a) give AUT sufficient information to enable AUT to comply with its obligations under clauses 2.1 to 2.3 of this Schedule;

- (b) inform AUT of any changes to the ESOS Act or the National Code requirements promptly after becoming aware of any such changes.