

**STUDY ABROAD AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF NEW SOUTH WALES**  
**AND**  
**MANIPAL ACADEMY OF HIGHER EDUCATION**

**1. INTRODUCTION**

- 1.1. The parties to this Agreement firmly support the concept of study in another culture and assert its importance in individual growth and development, as well as in the promotion of the appropriate transfer of knowledge and the promotion of mutual understanding between Australia and India. The parties have approved the following Agreement.
- 1.2. The parties to this Agreement are:  
The University of New South Wales, Sydney, Australia (hereafter referred to as "UNSW"),  
and  
Manipal Academy of Higher Education, Manipal, India (hereafter referred to as "MAHE").

**2. OBJECTIVES**

- 2.1. The purpose of this document is to establish the terms and conditions under which the enrolment of MAHE students in the UNSW Study Abroad Program shall take place (Study Abroad)

**3. RESPONSIBILITIES**

- 3.1. At UNSW, the persons responsible for this Agreement are the Study Abroad and Exchange Office (hereafter referred to as UNSW-SA in relation to Study Abroad matters).
- 3.2. At MAHE, the persons responsible for this Agreement is Director International Collaborations.
- 3.3. The responsibilities of UNSW and MAHE under this Agreement extend only to the students. If a student is accompanied by a spouse and/or dependant, such spouse and/or dependant is the sole responsibility of the student.

**4. SCOPE**

- 4.1. MAHE study abroad students can apply to all academic fields at UNSW except courses in the Doctor of Medicine, UNSW Canberra and the AGSM MBA Program.
- 4.2. The terms and conditions of the Agreement apply to both undergraduate and/or postgraduate coursework students attending UNSW.



## **5. PERIOD OF STUDY**

- 5.1. The first intake of Study Abroad students at UNSW shall commence in the academic year 2020.
- 5.2. The academic year at UNSW is divided into four academic terms;  
Summer Term from early January until mid-February.  
Term1 from mid-February until mid-May.  
Term 2 from early June until late August.  
Term 3 from mid-September until mid-December.
- 5.3. UNSW will offer two tailored terms as an additional option for Study Abroad Students:  
Tailored Term 1: Summer Term + Term 1, from early January until mid-May.  
Tailored Term 2: August Intensive + Term 3, from mid-August until mid-December.
- 5.4. The duration of any period of study abroad undertaken by a student should not exceed one academic year.

## **6. NUMBER OF STUDENTS**

- 6.1. No limit will apply to the number of MAHE study abroad students applying to UNSW.

## **7. YEAR-LONG PROGRAMS**

- 7.1. For a year-long Study Abroad program at UNSW, students will usually take eight courses. This may be varied by written agreement by both parties.
  - 7.1.1. Take 3 consecutive Terms commencing in Term 1 (February) or Term 3 (September), they may take up to three (3) courses for each of Terms 1, 2 and 3, and one (1) course for the Summer Term.
  - 7.1.2. Take 2 consecutive Tailored-Terms commencing in Tailored-Term 1 (January) or Tailored-Term 3 (August), they would take (4) courses per Tailored-Term

## **8. TERM-LONG PROGRAMS**

- 8.1. At UNSW, a fulltime load is three (3) courses per term and (4) courses per tailored-term. Students have multiple choices for the term programs:
  - 8.1.1. Take 3 courses commencing in Term 1 (February) or Term 3 (September)
  - 8.1.2. Take 4 courses commencing in Tailored-Term 1 (January) or Tailored-Term 3 (August)

## **9. FINANCIAL ARRANGEMENT**

- 9.1. UNSW will invoice MAHE directly for the full tuition fees, Overseas Student Health Cover (see "Insurance" section) costs, and any associated laboratory fees set by UNSW for the semester, term or academic year in question.
- 9.2. MAHE students will be responsible for all their own housing and other personal costs.
- 9.3. Tuition fee refunds will be made according to the guidelines set down in the UNSW Payment and Refund Conditions. UNSW agrees to waive any application fees for applications made under the terms of this Agreement.



## **10. PROMOTION AND RECRUITMENT**

- 10.1. MAHE promotes and recruits students for studies at UNSW for Study Abroad, consistent with the policies of both institutions and applicable state and federal laws. In the case of Australia this particularly refers to the Education Services for Overseas Students Act 2000 (Cth) (ESOS Act).

## **11. SELECTION AND NOMINATION**

- 11.1. Each student will be selected on the basis of a student's previous academic merit.
- 11.2. Each student will be enrolled in a full-time non-degree enrolment at UNSW.
- 11.3. UNSW will not, on the grounds of race, colour, national origin, age, ancestry, disability or handicap, veteran status, sex, sexual preference, or creed, exclude prospective students from participation in the program set out in this Agreement.
- 11.4. Each nomination of a student by MAHE to UNSW will be accompanied by an academic record for that student and the relevant Application for Admission form.
- 11.5. Wherever possible, MAHE will inform the UNSW of the particulars of known health problems which might affect the student's progress, or which mean that the student may require special assistance.
- 11.6. Students will be required to meet the published language requirements appropriate to UNSW to carry out their studies and research at UNSW.

## **12. INSURANCE AND MEDICAL COVER**

- 12.1. In order to obtain a Student Visa, international students must obtain approved health insurance. The basic medical and hospital cover available to international students who study in Australia is known as Overseas Student Health Cover (OSHC). If requested by MAHE, UNSW will organise OSHC for all MAHE students. All MAHE students are required to pay the OSHC premium fee directly to UNSW when they send their Acceptance of Offer to UNSW. If the student prefers to organise approved OSHC themselves, they must provide proof of the health insurance when they send their Acceptance of Offer to UNSW. MAHE students will be responsible for all medical and hospital costs incurred outside of the basic medical and hospital coverage provided by OSHC.
- 12.2. Students should be advised by MAHE to obtain additional travel insurance to provide supplementary cover.

## **13. HOUSING**

- 13.1. With the issue of a formal offer of a place at UNSW, UNSW will provide housing information in UNSW affiliated Residential Colleges to MAHE students. UNSW will also provide information and assistance in applying for a place in other on-campus Residential Colleges.
- 13.2. MAHE students must comply with the regulations of the respective halls of residence at UNSW and sub-lease requirements of the UNSW off-campus housing.

## **14. ADMISSION AND ENROLMENT**

- 14.1. Admission by UNSW to a specific course is subject to UNSW being satisfied that the student has the necessary qualifications and experience.



- 14.2. UNSW reserves the right to reject prospective students on academic grounds or language requirements, in which case MAHE may nominate alternative prospective students, as applicable, for consideration by the UNSW.
- 14.3. UNSW will endeavour to ensure that students are admitted to courses that are part of the student's curricular plan, dependant on the availability of resources in the period for which admission is sought.
- 14.4. To enable UNSW to comply with relevant legal requirements and UNSW policies, MAHE agrees and acknowledges that all MAHE students will be required, prior to departure from MAHE, to provide their consent in a form prescribed by UNSW to UNSW disclosing certain personal information about them:
  - 14.4.1. by releasing copies of the student's UNSW transcript to MAHE on a semester or annual basis; and
  - 14.4.2. to the Australian government as necessary to meet UNSW's obligations under laws relating to international students, including the Education Services for Overseas Students Act 2000 (Cth) and the Migration Act 1958 (Cth)
- 14.5. The parties acknowledge that applicable Australian law (namely, the Migration Act 1958 (Cth) and the Education Services for Overseas Students Act 2000 (Cth) and its subordinate legislation) requires UNSW to obtain certain records regarding students and disclose certain information regarding such students to the Australian government for the purposes of that legislation, including details of students' name, gender, date of birth, country of birth, nationality and residential address in Australia; MAHE agrees and acknowledges that ongoing disclosure to UNSW of such information by its students attending UNSW will be a condition of their acceptance by UNSW, and their failure to comply with relevant ongoing disclosure requirements will entitle UNSW to terminate their placement under the program.
- 14.6. UNSW shall have the option of terminating a student's program, should the student breach any laws, regulations or policies of UNSW, or be held by a court of law to have broken any law of Australia.
- 14.7. UNSW will send decisions on applications either directly to the student or MAHE who will then inform the applicants of the decision.
- 14.8. All students enrolled at UNSW are required to enrol in a full time course load.

## **15. ORIENTATION AND SERVICES**

- 15.1. UNSW will facilitate as much as possible the admission, academic progress, physical relocation and cultural orientation of study abroad students. UNSW will provide study abroad students with:
  - 15.1.1. Documents necessary for obtaining a visa.
  - 15.1.2. Information on health insurance requirements and the extent of the medical cover that must be obtained for the duration of study at UNSW.
  - 15.1.3. Access to university facilities as full members of UNSW, including the library. Fees may apply for sporting and Student Union facilities.
  - 15.1.4. An orientation program.
  - 15.1.5. Academic and other advisory services.
- 15.2. UNSW will make all reasonable efforts to integrate students with Australian students and other international students.



## **16. STUDENTS RESPONSIBILITY**

- 16.1. Paying room and board expenses.
- 16.2. Obtaining and paying for an appropriate visa.
- 16.3. Arranging and paying for transportation to and from Australia.
- 16.4. Arranging and paying for adequate medical and travel insurance for the duration of the program.
- 16.5. Any expenses in excess of their medical insurance coverage.
- 16.6. Personal expenses.
- 16.7. Purchasing textbooks, paying laboratory fees, specialised clothing, paying for field trips, etc, as required.
- 16.8. All international students (including Study Abroad students) must advise UNSW of their residential address, and any subsequent change of address, as required by Australian law.
- 16.9. Settling all other debts incurred by them or on their behalf during the period of the program.

## **17. ACADEMIC CONDUCT**

- 17.1. Participating students will be subject to the academic requirements and rules of conduct of UNSW. MAHE will advise their students of the academic and cultural expectations of UNSW.
- 17.2. UNSW will notify MAHE if UNSW becomes aware that any student is failing to meet or abide by the academic requirements and rules of conduct of UNSW. UNSW and MAHE will cooperate in good faith to resolve any student issues that may arise.
- 17.3. UNSW has the right to terminate any student's participation in accordance with the policies and procedures governing its own students, provided, however that UNSW has informed MAHE of its concerns as provided above and has given MAHE an opportunity to help resolve the issue before a termination occurs.

## **18. POST STUDY**

- 18.1. UNSW will send official UNSW transcripts with numerical and letter grade results to the student and to the Office of International Affairs & Collaborations, Manipal Academy of Higher Education, Third floor, Edu building, Madhav Nagar, Manipal, India.
- 18.2. MAHE agrees that credits earned by its students while attending UNSW will be accepted towards the students' degree program, provided that the grades earned are Pass or better.

## **19. NO AGENCY OR PARTNERSHIP ARRANGEMENT**

- 19.1. Nothing in this Agreement shall diminish the full autonomy of UNSW or MAHE, nor should any constraints be imposed by either UNSW or MAHE upon the other in carrying out this Agreement.
- 19.2. Neither UNSW nor MAHE is an agent of the other and neither has any right to act or represent the other or to purport to do so.
- 19.3. This Agreement does not, and shall not be deemed to, create a partnership relationship between UNSW and MAHE.



## **20. INTELLECTUAL PROPERTY**

- 20.1. The parties agree that this Agreement does not grant UNSW or MAHE any license of use or rights over the intellectual property of the other party. The use of trademarks and/or denominations representative of either party are strictly prohibited without the owner's written consent.

## **21. DISPUTE RESOLUTION**

- 21.1. The parties shall attempt to resolve any dispute arising out of or relating to this agreement through discussion and negotiation between the co-ordinators from each university named in this agreement. Should the co-ordinators fail to resolve the dispute within 30 days of the dispute being notified by a party, the parties shall refer the dispute to senior officers of each university, who will between them attempt to resolve the dispute in a timely manner, and in any event within 30 days of the dispute being referred to them. Only after the process set out in this clause has been exhausted can either party commence legal proceedings. However, nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

## **22. CONFIDENTIALITY**

- 22.1. Each party agrees that it shall maintain the confidentiality of all information provided to it by the other party pursuant to this agreement (including student records), and shall only disclose the information as required by this agreement or as permitted by applicable law.

## **23. DURATION, TERMINATION AND MODIFICATION OF THE AGREEMENT**

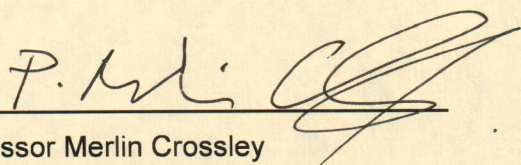
- 23.1. This Agreement will commence on the date of the last signature signed below and will continue in full force and effect for five (5) years from and including that date. After this initial five (5) year period, the Agreement may be extended for further five (5) year periods where both parties provide their prior written consent.
- 23.2. This Agreement may be terminated by either party, provided that written notice of the intention to terminate is given by the terminating party to the non-terminating party at least six (6) months prior to the proposed termination date. All student that have been approved and/or commenced as at the date that the written notice of termination is received by the non-terminating party shall be allowed to proceed to their natural conclusion.
- 23.3. This Agreement shall supersede all previous negotiations and agreements between the two institutions.
- 23.4. This Agreement may be modified or altered by written agreement signed by an authorised representative of each of UNSW and MAHE.



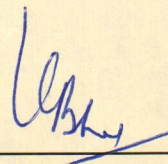
The individuals with authority to sign this Agreement on behalf of their universities are the Vice-President and Deputy Vice-Chancellor Academic of UNSW and the Vice Chancellor of MAHE.

For and on behalf of  
**The University of New South Wales**

For and on behalf of  
**Manipal Academy of Higher Education**



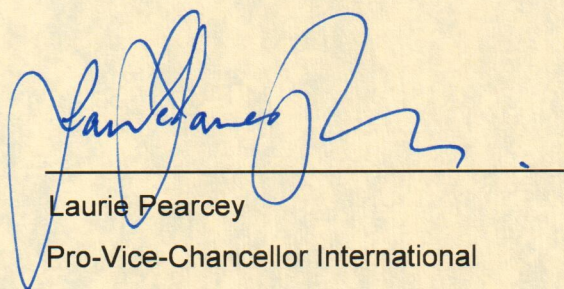
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Professor Merlin Crossley  
Deputy Vice-Chancellor Academic



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Dr H Vinod Bhat  
Vice Chancellor

Date 23.7.19

Date 2.8.2019



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Laurie Pearcey  
Pro-Vice-Chancellor International

Date 02/08/2019.



