SPECIAL REPORT

OF THE

INTERNATIONAL STUDIES COUNCIL

concerning

EXCHANGE AGREEMENT
BETWEEN THE
UNIVERSITY OF MASSACHUSETTS AMHERST
AND THE
UNIVERSITY OF WESTERN AUSTRALIA

Presented at the
780th Regular Meeting of the Faculty Senate
October 18, 2018

COUNCIL MEMBERSHIP

Neal Abraham, Nadia Al-Ahmad, Ian Barron, Irena Bozin, Elizabeth Brabec, Carolyn Cave, Richard Chu, Michael Coblyn, Gonen Dori-Hacohen, Irene Dujovne, Emma Dundon, Isabel Espinal, Song Gao, John Hagen, Jim Hicks, Chair, Tim Lang, Graciela Monteagudo, Krishna Poudel, Bogdan Prokopovych, Kenneth Reade, David Rodriguez-Solas, Heidi Scott, Kalpen Trivedi, Alena Vasilyeva

At its meeting of October 1, 2018, the International Studies Council voted unanimously to recommend to the full Faculty Senate the proposed exchange agreement between the University of Massachusetts Amherst and the University of Western Australia.

MOTION: That the Faculty Senate approve the Exchange Agreement between the University of Massachusetts Amherst (UMA) and the University of Western Australia (UWA), as presented in Sen. Doc. No. 19-013.
Agreement between the

University of Massachusetts Amherst

and the University of Western Australia

The purpose of this agreement (“Agreement”) is to establish an academic exchange of students between the University of Western Australia (“UWA”) and the University of Massachusetts Amherst (“UMA”). Other forms of collaboration and exchange, including graduate students, faculty, administrators and business leaders from both countries are also encouraged under this agreement. Should the parties wish to pursue any of these additional avenues of collaboration, the agreement shall be noted in an amendment signed by both parties.

A. Students

1. The exchange is open to UWA and UMA undergraduate students.

2. Students participating in this exchange are required to be regular degree students registered at their home institution.

3. UMA agrees to accept up to three (3) full year academically qualified students from UWA each year to enroll for a maximum of 2 semesters. UWA students will enroll as non-degree students at UMA for the period of one semester or a year. Students enrolling for the full year will count as two (2) semesters.

4. UWA agrees to accept up to three (3) full year academically qualified students from UMA each year to enroll for a maximum of 2 semesters. UMA students will enroll as non-degree students at UWA for the period of one semester or a year. Students enrolling for the full year will count as two (2) semesters.

5. Students who have completed at least one successful year of full time or equivalent studies undertaken at UMA have met the English language requirements for UWA. Students who have completed at least one successful year of full time or equivalent studies undertaken at UWA have met the English language requirements for UMA.

6. The number of students to be exchanged each year will be agreed upon no later than by November 1 of each year preceding the next academic year. The actual number of students will be renegotiated each year based on the current exchange balances.
7. UWA will submit its applications for the exchange by February 15 for the fall semester and by October 1 for the spring semester. UMA will submit its applications for the exchange by 30 April for the first semester and by 15 November for the second semester. All candidates for the program must be in good academic standing at their home institution in order to be considered.

8. UMA will nominate its students and submit its applications for the exchange by the deadline, which will be communicated to UWA at least 6 (six) months in advance. All candidates for the program must be in their junior or senior year and in good academic standing at their home institution in order to be considered.

9. For any participating graduate student, enrolment will be based on the recommendation of the home institution in consultation with the responsible professors from the host institution affirming the academic, linguistic and personal qualifications of the candidates and subject to the final approval of the host institution.

10. Students are required to maintain the equivalent of a full-time course load at the host institution (12 US credits/semester for undergraduate students and 9 US credits/semester for graduate students or 24 points per semester at UWA).

11. Students participating in this exchange program will pay their normal tuition and fees at their home universities. During the term of this Agreement UWA agrees to waive tuition and other tuition related fees for all incoming UMA students, while UMA agrees to waive tuition, the Technology Fee, and the Student Activities Fee for incoming UWA students.

12. Incoming UWA students are responsible for the remaining mandatory academic/administrative fees at UMA. UMA students need to pay a handling fee to the International Office of UWA if they wish for housing arranged by UWA. Students are responsible for their travel and living expenses, and all other miscellaneous costs during the exchange.

13. Students must provide proof of health insurance covering illnesses, hospitalization, maternity, accidents, repatriation, and civil liability for the period of their stay abroad. Presently, UWA students must purchase the health insurance required by and made available through UMA to cover medical contingencies while in the United States. Exchange students at UWA will be required to register for Overseas Student Health Cover (OSHC), as required by the Australian Government, and will be subject to the conditions of their student visas.

14. UMA students are covered by the University of Massachusetts insurance plan for approved education abroad programs. In addition, they are required to maintain their own health insurance in the US.

15. UMA agrees to make every effort to provide accommodation for the exchange students if housing applications are submitted by the agreed deadlines. Students will pay all residence fees for the dormitories or other residences in which they are accommodated. UWA will assist UMA exchange students in finding housing.

16. Both UWA and UMA may provide documentation to assist students in obtaining the required visas/residence permits, but the costs and responsibility for obtaining such visas rest solely with the students themselves.
17. For the period of their registration at the host institution, students participating in the exchange will have all of the privileges enjoyed by regular students of the host institution to the extent permitted by law. They will be required to conform to the same regulations and rules as the students of the host institution.

18. A member of the faculty or an official study advisor will be identified at each institution to act as advisor for the students of the other institution with regard to both academic and personal matters.

19. The International Offices at UMA and at UWA will serve as the initial contact points for entering students and will assist exchange students in obtaining accommodation as well as facilitate the admission procedure.

20. If an exchange student is the victim of, or accused of, a violation or alleged violation of any of the policies, procedures, rules or regulations of the host university, including sexual harassment or assault, then the host university shall immediately, in accordance with local applicable laws to each institution, provide sufficient information to the home institution regarding or relating to the formal accusation or violation to allow the home institution to comply with the laws of the home institution's country. Such information shall be provided regardless of the student’s request for confidentiality.

The host university will advise the alleged victim/survivor of all legal, counseling and medical resources that may be available to them. If an exchange student is the accused, s/he shall receive written notice from the host university of each allegation, a copy of the complaint, if written, and any documents or other materials in support thereof. The host university shall promptly, thoroughly, and objectively investigate every complaint involving an exchange student (at a minimum the accused and the victim must be interviewed) and afford the home university reasonable opportunity to have its designated representative(s) present for all interviews and hearings involving the exchange student's case.

21. In all cases involving allegations or threats of physical violence, intimidation, sexual harassment (including sexual violence, intimate partner violence or stalking), or possible danger to an exchange student, the host institution agrees to exercise reasonable efforts to:

1) immediately notify the home university of such allegations in accordance with this agreement;

2) advise exchange student of all legal, counseling and medical resources that may be available;

3) promptly honor any requests by the exchange student initiating the complaint to change his/her:
   a. housing, including, but not limited to, dormitories, homes and apartments; and
   b. academic assignments which should include any classes and activities connected with the Program

4) promptly carry out a risk assessment and take appropriate intermediate action (based on the results of the risk assessment) including, but not limited to, separating the victim from the accused by requiring the accused to change housing arrangements and/or common classes and activities connected with the program, pending the outcome of the proceedings;

5) promptly take steps to prevent retaliation;
6) notify the home institution of the final disposition of such cases.

If the accused is found responsible by the host university in any such case, the host university shall take measures which, at the very minimum, keep the accused separated from the victim for the duration of the Program and take all necessary action required to deter any future harassment or retaliation.

Exchange students remain subject to their own Student Code as well as the Student Code of the host institution. In addition to any investigation performed by the host institution, the home institution may perform an investigation with the information it receives from its student and the host institution.

22. UWA respects the privacy of individual Students but will communicate to the Partner University the academic transcripts of a student and any academic and other difficulties faced by a Student as soon as they are identified, subject to the Partner University obtaining the necessary consents in the form of the “Agreement of Participation” (Schedule 1) from the Student for such disclosure. UMA will provide a signed copy to UWA on request.

B. Duration

This Agreement shall become effective from the date of the last signature to this agreement, and will remain in effect for five (5) years. At the completion of the initial five-year period the agreement can be continued for additional periods of five years if both institutions so agree in writing. This Agreement may be terminated by either party in the form of a written notice submitted at least eight (8) months prior to the academic year in which the termination is to become effective. This Agreement may be amended or modified at any time by mutual consent through further written agreements. Any further agreements will be considered codicils to this Agreement.

C. Contingency

Both universities subscribe to the policy of equal opportunity and do not discriminate on the basis of race, color, sex, age, ethnicity, national origin, veteran’s status, disability, marital status, or sexual preference. UWA and UMA shall abide by these principles in the administration of this Agreement.

The parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of nature, or other causes beyond the control of the party (“Force Majeure”) seeking to invoke this paragraph, either party is unable to perform entirely its obligation, such non-performance shall not be considered a breach of this Agreement and neither party shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to Force Majeure, it becomes impossible to implement the obligations set forth in this Agreement, it shall be suspended temporarily until the disadvantages are overcome.

All notices and demands required or permitted under any provisions of this Agreement must be made in writing signed by the party giving notice and shall be served, either personally or by registered or certified mail or by overnight or expedited delivery, to the receiving party’s coordinating office, as set forth in Section D of this Agreement.

D. Coordination of the Exchange
UMA and UWA designate the following offices to coordinate the student exchange program:

For UWA:
Office of the Pro Vice Chancellor (International)
35 Stirling Highway
University of Western Australia
Perth, 6008
Australia
Phone: +61 6488 7550

For UMA:
International Programs Office
70 Butterfield Terrace
University of Massachusetts
Amherst, MA 01003-9242
Phone: 413-545-2710/2843
Fax: 413-545-1201

E. Entire Agreement

This Agreement and amendments (if any) constitute the entire agreement between the universities in relation to student exchanges after the commencement of this Agreement. The only enforceable obligations and liabilities of the parties in that regard are those that arise out of this Agreement. Any prior representations, correspondence, promises, verbal or written agreements, prior understandings or representations of any kind relating to the subject matter herein are superseded by this Agreement. No amendment to this Agreement shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

F. General

Nothing in this Agreement creates an exclusive arrangement, and the parties shall remain free to pursue similar academic exchange programs with third parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed:

For The University of Western Australia

_____________________________   __________________________
Professor Dawn Freshwater      Date
Vice Chancellor

For University of Massachusetts Amherst

_____________________________   __________________________
John J. McCarthy,            Date
Provost and Senior Vice Chancellor
for Academic Affairs