



University of Essex



Student Exchange Agreement

Between

University of Essex

Wivenhoe Park, Colchester, Essex CO4 3SQ, United Kingdom

And

Prince of Songkla University

15 Karnjanavanich Rd., Hat Yai, Songkhla 90110, Thailand

University of Essex (hereinafter referred to as 'ESSEX') and Prince of Songkla University (hereinafter referred to as 'PSU') agree to the following terms:

1. DEFINITIONS:

1.1 In this agreement, unless the context will otherwise imply:

- HOME shall mean the institution at which the student intends to graduate;
- HOME STUDENT shall mean a student of the HOME Institution;
- HOST shall mean the institution that has agreed to receive students from the HOME institution;
- EXCHANGE shall mean a one-for-one exchange of students on a tuition waiver basis from each university;
- EXCHANGE STUDENT(S) shall mean students participating in the exchange programme implemented herein;
- STUDY ABROAD shall refer to non-award study at the HOST INSTITUTION on a tuition paying basis;

2. PURPOSE

- 2.1 The objective of this agreement is to establish relations and cooperation between all of the academic schools within **ESSEX** and **PSU** in order to enrich the understanding of the culture of the two institutions concerned. This agreement is to make possible and to institute the exchange of undergraduate students between the institutions on a regular and continuing basis.
- 2.2 The purpose of each student exchange will be to enable undergraduate level students to undertake study but not to study for a degree at the HOST institution. Students are expected to fulfil the degree requirements for their own university as outlined in their own programme handbooks. It is the responsibility of each participant in the EXCHANGE to obtain official approval from the HOME institution for the study taken at the HOST institution.

3. NUMBERS

- 3.1 Subject to the availability of suitable candidates, **ESSEX** will send up to a maximum of two [2] students for the full academic year or four [4] students for a semester each to **PSU** each academic year, and **PSU** will send up to a maximum of two [2] students for the full academic year or four [4] students for a semester each to **ESSEX** each year for the duration of the agreement, unless varied by mutual agreement.
- 3.2 The period of the EXCHANGE for each student shall be for a maximum of one academic year. Student's programmes may not be extended beyond the maximum exchange period.
- 3.3 Upon completion of the EXCHANGE period at the HOST institution, EXCHANGE STUDENTS must return to the HOME INSTITUTION. Any extension of stay must be approved by both participating institutions.

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- 3.4 In principle, the exchange of students will occur on a one-for-one basis. This number may vary in any given year, but over the life of the agreement, the total number of students participating shall be balanced. Any student numbers over and above the agreed numbers may be considered for the STUDY ABROAD programme and will attract normal HOST institution STUDY ABROAD fees.

4. SELECTION OF STUDENTS

- 4.1 The HOME INSTITUTION will screen applications from its student body for exchange. The programme is available to undergraduate students from **ESSEX** and **PSU** who have completed at least one year of university level education at the respective HOME institution.
- 4.2 Each institution will send completed applications to the HOST institution by the designated application deadline each year. This will not be less than a minimum of eight (8) weeks prior to the intended commencement date of the exchange study period. Only applications accompanied by an official letter of nomination from the HOME institution exchange office will be considered for admission.
- 4.3 The HOST institution reserves the right to make final judgement on the admissibility of each student nominated.

All participants are expected to be able to meet the standard minimum language requirements for admission into the HOST institution. The HOST institution reserves the right to assess any candidate's language proficiency (if applicable) or previous academic background before admitting that student to the exchange programme.

Candidates must satisfy the admission requirements for non-degree visiting student status. Nominees who cannot be suitably placed at the host institution may be refused.

- 4.4 The HOST institution reserves the right to exclude exchange students from restricted enrolment programmes or courses. HOST institutions will notify HOME institutions of any restrictions prior to the closing date for exchange applications.

5. RESPONSIBILITIES OF THE PARTICIPATING INSTITUTIONS

- 5.1 **ESSEX** and **PSU** agree to accept students from each other and to enrol them as 'not-for-degree' or 'exchange' students for up to one academic year. Each institution will provide exchange participants with access to all the services, support and assistance provided to HOME STUDENTS.
- 5.2 Each institution agrees to appoint an overall Coordinator for the administration of the exchange. The Coordinator will serve as the contact on campus, responsible for arrangements associated with visits, ensuring that necessary approvals are in place, receiving official transcripts from the partner institution, and attending to the general welfare of the exchange students. The Coordinators are listed in Annex A, which shall be updated as required.

6. FINANCIAL RESPONSIBILITY OF PARTICIPATING INSTITUTIONS

- 6.1 Each EXCHANGE student studying at the respective HOST institution shall be provided, without further payment to the HOST institution with:
- Tuition fee waiver
 - Orientation and Programme Induction
 - Academic Advising
 - At least one (1) copy of Reports or Statements of Results

7. FINANCIAL RESPONSIBILITIES OF EXCHANGE STUDENTS

- 7.1 Each student participating in the exchange programme shall meet the full-costs related to:
- Travel documents and visas
 - Travel to and from the host country
 - Living and subsistence expenses as an exchange student

- Accommodation fees and charges at the HOST institution
- Application or related fees as may be charged by the HOST institution
- The cost of health insurance at the HOST INSTITUTION and host country and Vaccinations (if required)
- Normal non-tuition course related fees, including but not limited to: Book and academic supplies, study materials costs, field trip and excursion fees etc.
- All other debts, fines or financial penalties incurred during the course of the EXCHANGE
- Application and regular tuition fees as are normally charged the student for taking courses at the HOME INSTITUTION – *these fees are to be paid to the HOME INSTITUTION*

7.2 The HOME INSTITUTION shall satisfy itself that the nominated student has met the financial conditions stipulated before issuing an offer for admission into the programme.

7.3 The HOST institution shall provide reasonable efforts to assist the student in locating suitable accommodation within reasonable distance to the HOST campus.

7.4 All exchange students will abide by the policies, procedures, rules and regulations of the HOST institution during the period of the exchange programme. They will also have the same rights, privileges and access to campus facilities enjoyed by students enrolled in degree programs on the HOST campus.

8. LIABILITY and INSURANCE

8.1 Assumption of Liability: each institution shall indemnify, hold harmless and defend the other institution and its directors, officers, employees and agents against any adverse consequences that the other institution suffers arising from or relating to any and all risks of personal injury, property damage, negligent act, omission or wilful misconduct or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees or agents thereof. For purposes of this Agreement, "adverse consequences" shall include all actions, claims, complaints, demands, hearings, injunctions, judgments, orders, proceedings, rulings, suits, costs, damages, expenses, liabilities, losses, and fees including, without limitation, legal fees and associated costs, which result from the indemnifying institution's breach of its obligations under this Agreement.

8.2 Insurance: Each institution warrants and represents that it has various cover applicable to the officers, employees and agents of that institution while acting within the scope of their employment. Each institution shall at the request of the other institution provide Certificates of Currency of Insurance or other evidence of insurance upon demand.

8.3 Each university shall ensure it has adequate insurance coverage for all students on-shore in accordance with the jurisdiction under which each university operates.

9. GENERAL

9.1 **ESSEX** and **PSU** shall undertake all reasonable measures to give maximum effect to this exchange programme. Such actions will include the exchange of academic handbooks, newsletters and promotional materials.

9.2 The parties acknowledge that **ESSEX** is an authority bound by the Data Protection Act 1998 (UK) (the 'Act') and the parties hereby will comply with the provisions of the Act in respect to any of its students, staff or research connected to this Agreement. Personal data may not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

9.3 Additional information on the above described UK legislation will be supplied by **ESSEX** on request.

10. TERMS OF AGREEMENT AND AMENDMENT

10.1 This agreement shall remain in force for a period of five [5] years commencing from the start of the 2017-18 academic year, with the understanding that it may be revised, terminated or suspended pending availability of places by either party giving six (6) months written notice to the other party.

- 10.2 This agreement may be amended by mutual consent at any time through the exchange of letters between the two Parties. Changes made to this Agreement may not affect students already enrolled in the exchange program, unless such changes are advantageous to the students. Such amendments, once approved by the Parties, will be added to this agreement as appendices.
- 10.3 This agreement may be terminated, provide that any such termination shall be without detriment to students already undertaking an exchange placement under this agreement. Such action will only be taken after mutual consultation and both parties shall agree on any measures that may be necessary to ensure this outcome.
- 10.3 For conditions of the exchange not covered by this agreement, or for problems that arise during the course of the exchange program or concerning the interpretation of this agreement, both parties agree to refrain from unilateral action and to first consult and negotiate mutually acceptable decisions/resolutions.
- 10.4 In the event that a resolution cannot be reached under Clause 10.3, the Parties agree that any claim or dispute arising out of or in connection with this Agreement shall be governed by the laws of the courts of the objecting institution.

11. SIGNATURES

- 11.1 This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this exchange programme. No amendments consent or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purposes given. This agreement may be extended by mutual consent of the two parties. **ESSEX** and **PSU** by the signatures of their authorised representatives below acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

[Signatures to follow]

For
University of Essex



Mr. Bryn Morris
University Registrar & Secretary

Date

20.07.2016

For
Prince of Songkla University



Assoc. Prof. Dr. Chusak Limsakul
President

Date

July 5, 2016