

# **STUDENT EXCHANGE AGREEMENT**

BETWEEN

**EDITH COWAN UNIVERSITY**

AND

**KHON KAEN UNIVERSITY**

Edith Cowan University (ECU), 270 Joondalup Drive, Joondalup, WA 6027, Australia and Khon Kaen University (KKU), 123 Mittraparb Road, Muang District, Khon Kaen 40002, Thailand, hereby agree to promote student exchange between the two institutions based upon this Agreement between ECU and KKU.

## **PURPOSE**

The purpose of this Agreement is to further mutual understanding between ECU and KKU, and to enhance each institution's teaching, learning, and internationalization. This Agreement provides exchange opportunities to undergraduate students. ECU and KKU agree to collaborate on this exchange program under the following terms:

### **1. Duration of Stay**

The duration of stay for exchange students at the host institution shall normally be 3 - 4 weeks or 21 – 28 days. The period range is subject to both sides' consultation and final confirmation by writing, usually during March-April and/or October-November.

### **2. Numbers of Exchange Students**

Each institution may send and accept under this program not more than 10 students each year. The institutions undertake to balance the numbers of students from each institution over the term of the Agreement. With the approval of the host institution, the number of exchange students in a particular year may exceed 10 when it is necessary to "balance" the number of exchange students.

### **3. Status of Exchange Students**

The exchange students will be visitors to the host institution and will not be enrolled as students at the host university. The exchange students are not eligible for credit towards a degree or other formal qualification from the host university.

### **4. Acceptance Procedures**

The students participating in the exchange program under the terms of this Agreement shall be selected and enrolled in this program at their home university.

### **5. Study Program**

Each exchange student shall determine the study program at the host institution in consultation with academic supervisors of both the home and host institutions.

The host university agrees to provide the exchanged students the following:

1. Excursions to historical, cultural, business, and industrial places, which are parts of this program/course
2. Supervisor(s) during the 3 - 4 week period

The home university agrees to provide the exchanged students the following:

1. Preparation course to the selected students which includes the training in teaching their own language to foreigners, and knowledge on the history, cultures, customs, and societies of their own country
2. The final assessment for the students (i.e. report, presentation, and/or examination).

## **6. Academic Record and Accreditation**

The host institution shall evaluate the academic performance of each exchange student according to its rules and shall send the home institution the academic report of each exchange student. The home institution may give credit to each student according to its regulations.

## **7. Tuition, Fees, and Expenses**

Each student will pay his / her regular tuition fees to the home institution and will not be liable for tuition fees from the host institution.

The home university undertakes to inform exchange students that they will be personally responsible for the costs of:

- a) All travel expenses, including international travel, airport transfers, visas and travel documentation;
- b) textbooks and supplies;
- c) accommodation and living expenses, including meals;
- d) travel insurance; and
- e) All other debts and incidental expenses incurred by the exchange student during the exchange.

## **8. Insurance**

Exchange students must purchase travel insurance which incorporates cover for personal accident and medical expenses. Students will need to demonstrate proof of adequate insurance prior to arrival in the host country.

## **9. Dependents**

The obligations of each institution under this agreement are limited to the exchange of students and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the exchange student.

## **10. Exchange Coordinator**

Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange, including the counselling of the exchange participants.

## **11. Commencement and Duration of the Agreement**

This Agreement may be modified through the mutual discussion and consent in writing of the two universities, and shall remain in effect from the date of signature for a period of five years. Either university may terminate the agreement by giving six months written notice of such intent.

In the event that either party terminates the Agreement, the host institution shall honor the terms of the Agreement for students whose exchange has been approved prior to termination, as if the Agreement remained in force for the period of exchange.

## **12. Indemnity**

Each party ("the indemnitor") hereby severally (but not jointly) irrevocably and unconditionally indemnifies and agrees to keep indemnified the other party and its employees and consultants ("the indemnitee") from and against any and all liability, loss, harm, damage, costs or expenses (including legal fees) howsoever arising which the indemnitee may suffer, incur or sustain as a result of any breach, unlawful act, wilful misconduct or negligence of the indemnitor or any of its employees or consultants arising out of or in connection with the relationship established under this Agreement except to the extent that the liability, loss, harm, damage, cost or expense arises from the indemnitee's unlawful act, wilful misconduct, negligence or breach. The indemnity given under this clause shall survive the termination of this Agreement.

### 13. Confidential Information

In this Agreement, Confidential Information means information that either party has designated as confidential but does not include information which is or becomes public knowledge other than by breach of this Agreement; or is required by law to be disclosed.

ECU and KKU agree that all Confidential Information obtained from each other in the course of performing the student exchange program will be treated as confidential by both parties and shall not be disclosed without the prior written consent of the other party.

### 14. Relationship of Parties

The parties record that it is not their intention that this Agreement creates any partnership, agency or other relationship between them under which either party might be deemed responsible for the acts or omissions of the other party and this Agreement should not be construed so as to render the parties liable as partners or as creating any partnership, agency or other similar relationship.

### 15. Governing Law

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

#### Edith Cowan University



Mr John Wade  
Director, ECU International

Dated: 7/10/09

#### Khon Kaen University



Assoc. Prof. Dr. Kulthida Tuamsuk  
Vice President for Academic and International Affairs

Dated: 16/10/09

