



# **Student Exchange Agreement**

between

Australian Catholic University (Faculty of Education)

and

**Brock University (Faculty of Education)** 

This document serves to define a protocol that will regulate, order, and clarify all aspects of student exchange between Australian Catholic University (Faculty of Education) (ACU) and Brock University (Faculty of Education) (Brock).

This protocol is based on activities between ACU (Australia) and Brock (Canada). In order to accommodate both administrative structures and reporting lines, this agreement serves to address the following elements:

- To enhance possibilities and opportunities for student exchange;
- To administer all the student exchanges effectively and smoothly; and
- To require compliance with this protocol.

#### I. Definitions

"Agreement" means this Agreement.

"Home University" means the institution in which a student is formally enrolled as a degree candidate.

"Host University" means the institution that has agreed to receive students from the Home University for a period of study on a non-degree basis.

"Exchange Student" means a student who is selected by the Home University, accepted by the Host University, and is included in the Exchange Ratio, as defined in Section III.

"Party" means a party to this Agreement.

#### II. Activities

## A. Teacher Candidate International Practicum

Students who have completed or are nearing the completion of a teacher education program may be interested in acquiring additional international teaching experience, in so far as such opportunities are offered by either institution.

Unless other arrangements are made, students will be expected to cover the costs of travel, accommodation overseas, and other expenses for any international practicum experience they participate in. The pedagogical and administrative capacity of the Department of Teacher Education to offer international practical opportunities will be key factors in determining whether such opportunities are offered in any given academic year.

When offered, an international practicum experience will normally be scheduled for teacher candidates during the months of April, May, or June. Applications for an international practicum will be submitted to the Department Chair (or designate) of the home university by the advertised deadline.

Normally, when an international practicum is offered by either institution, the two institutions will agree on the number of students who will be accommodated in local area schools in Australia or the Niagara or Hamilton regions in Canada.

In the case of international practicum opportunities that are hosted by Brock University:

- Students will be required to obtain a police records check with vulnerable sector screening dated no
  earlier than six months prior to the commencement of the practicum;
- Students will be required to meet the Department of Teacher Education's English language proficiency standards as outlined in the Teacher Candidate Handbook;
- Students will be required to demonstrate a good working knowledge of the Ontario curriculum;
- Students will be required to conform to Brock University's academic regulations, the Ontario College of Teachers' Standards of Practice, and the expectations for professionalism in schools as outlined in the Teacher Candidate Handbook:
- Students will be required to abide by the policies of the school board they are assigned to.

It is understood that as school boards are not party to this agreement, any international practicum opportunities which are to be offered will first need to be negotiated with school boards and the support of school boards secured.

In the case of international practicum opportunities that are hosted by ACU:

- ACU must receive the completed applications for students from Brock prior to ACU application deadline for the proposed commencement of the practicum;
- ACU will assess the student's previous academic background before admitting that student to the international practicum experience and this may have the effect of restricting the activities at ACU;
- ACU will assess the candidate's language proficiency in accordance with ACU language requirements as outlined at:
   http://www.acu.edu.au/international/admission\_requirements/english\_profiency/appendix\_1\_-english\_language\_proficiency\_requirements/
- ACU has the right to make final judgement on the admissibility of each student nominated;

- Students will be required to obtain a police records check with vulnerable sector screening dated no
  earlier than six months prior to the commencement of the practicum;
- Students will be required to demonstrate good working knowledge of the Australian Curriculum;
- Students will be required to conform to ACU Professional Experience Guidelines;
- Students will be required to abide by the policies of the school they are assigned to.

It is understood that as the schools are not party to this agreement, any international practicum opportunities which are to be offered will first need to be negotiated with the local schools and the support of schools secured.

# B. Graduate Research and Coursework Student Exchanges or Visits

Both institutions seek to facilitate exchanges in order for students to engage in directed studies courses with particular scholars, and/or full participation in graduate level credit based courses, and/or for the purposes of research planning, data collection, analysis, interpretation and writing. These courses could count as one of the required and/or elective courses in the master's and doctoral programs.

The Research and Coursework Student Exchange or Visits program is available to graduate students who have completed at least one third of the requirements of the award program being undertaken.

#### Operation of the program:

- The Home University will screen applications from its student body for exchange and will send the Host University the completed applications for their students prior to the Host University application deadline for the proposed entry semester;
- The Host University will assess the student's previous academic background before admitting that student to any unit and this may have the effect of restricting the range of units available at the Host University;
- The Host University will assess the candidate's language proficiency in accordance with the Host University language requirements;
- At ACU, English language entry requirements are outlined at:
   http://www.acu.edu.au/international/admission\_requirements/english\_profiency/appendix\_1\_-\_english\_language\_proficiency\_requirements/
- At ACU, students who have not obtained the requisite English language proficiency may be eligible to
  enrol in programs offered by the ACU English Centre. Once the students meet the required level of
  English proficiency, they can progress to an Exchange or Study Abroad program at ACU;
- At Brock, English language entry requirements are outlined at: http://www.brocku.ca/webcal/current/undergrad/admi.html#sec13
- The Host University has the right to make final judgement on the admissibility of each student nominated.

# C. For Graduate Research Student Exchanges or Visits only

- At Brock, there must be documented consultation between the graduate student, his/her research supervisor, and the host scholar/researcher four months in advance of the exchange or visit, in consideration of funding and schedules;
- At Brock, the student's plans will follow the procedures established by the Departmental Committee for
  off-campus or off-shore study and/or research and will be reviewed and approved by the Department
  Chair. Graduate student research exchanges must take part at a time when required courses do not
  conflict, and when the graduate student is not expected to be a teaching assistant, research assistant or
  similar;
- At ACU, there must be documented consultation between the graduate student, his/her supervisor, and the host scholar/researcher four months in advance of the exchange or visit, in consideration of funding and schedules;
- At ACU, the supervisor and the graduate students must also consult with the Director of Higher Degree
  Research regarding student progress and research plan;
- Proposals are due to the Departmental Chair (Brock)/Director of Higher Degree Research (ACU). Both institutions require a proposal. For a trip to engage in a directed study or take a course, the student and supervisor need to outline the reasons why such a course/s would augment the student's research program. For an exchange or visit that focuses on research a proposal is required. The proposal needs to include the following elements:
  - Purpose and topic outlined
  - Nature of partnership with scholar (what work is required of the student/scholar)
  - Rationale
  - Literature
  - Methodology
  - Ethics approval
  - Timeframe for data collection, analysis, interpretation and writing
  - Proposed dates for visit to partner institution
  - Intellectual property processes (IP) of research student and host-university's projects
  - Feedback to supervisor at host university (every second week)
  - Monthly interaction/emailing/reports to collaborator/home university
  - Space requirements (office, research)
  - Course registration
  - Library access
  - Funding and research budget
    - Extra funding (if applicable) that will support this research collaboration
      - Possible research funding applications (Canadian funding and/or Australian funding) must be discussed as outlined below before applications are submitted
  - Research outputs derived from the exchange
  - Joint publications and conferences planned
  - Further collaboration after the exchange concludes
- At Brock, consultation with the Associate Dean and the Dean of the Faculty of Education are necessary
  next steps in order to discuss the proposed project and its potential contribution to the field, to research,
  and to the partner institutions;
- At ACU, consultation with the Associate Dean Research and the Executive Dean of the Faculty of Education are necessary next steps in order to discuss the proposed project and its potential contribution to the field, to research, and to the partner institutions.

## III. Numbers for Graduate Research and Coursework Student Exchanges or Visits

Each University may send Exchange Students to the other institution annually pursuant to this Agreement. The number of Exchange Students will be determined based on a 1:1 ratio whereby Brock sends one (1) Exchange Student to ACU and ACU sends one (1) Exchange Student to Brock.

The maximum number of Exchange Students permitted under this Agreement is two (2) Exchange Students per academic year or four (4) Exchange Students per academic year where such Exchange Students attend the Host University on a single semester basis. For purposes of determining the Exchange Ratio, two (2) Exchange Students participating for one (1) semester shall be deemed to be equivalent to one (1) Exchange Student participating for one (1) academic year.

Although the exact number of students exchanged may vary from year to year, it is expected that the overall number of students from each institution, calculated in semester places, will balance over the life of this agreement.

## IV. Responsibilities of Students

Students participating in any of the programs will be responsible for:

- Payment of tuition and related fees and application fees of their home University;
- Obtaining official approval from the Home University for studies taken at the Host University;
- Completing the same academic work load and fulfilling the same academic requirements for assessment as the Host University degree program students;
- Abiding the rules and regulations of the Host University and the laws and procedures of the host country;
- Obtaining required travel documents and visas;
- Paying the following expenses:
  - a. Air-travel to and from the Host University and other travel costs
  - b. Travel and health insurance
  - c. Local health insurance. A student entering Australia as a student visa holder must purchase Overseas Student Health Cover (OSHC) as a condition of their visa. A student entering Canada and participating in an exchange will be responsible for purchasing Brock University's mandatory health/medical insurance (University Health Insurance Program – UHIP) for the duration of their exchange experience.
  - d. Accommodation
  - e. Daily subsistence and miscellaneous expenses
  - f. Internet costs
  - g. Books and stationery
- If a student spends more than one semester at the Host University, the student must have the funds to cover living, subsistence and travel costs for any vacations that occur between the semesters.

## V. Responsibilities of the two Universities

Both Universities will:

- Agree to accept exchange students from each other and enrol them as full-time 'non-award' students;
- Advise students about the Host University, the Exchange programs, fees payable and activities provided;
- Provide the other party with information about relevant short-term programs available to exchange students:
- Assess applications from its student body for the Exchange programs;
- Send to the Host University the completed applications for their students by the official closing dates for each corresponding intake;
- Provide exchange students with an orientation program;
- Provide assistance on the administrative and logistical aspects of the exchange;
- Provide assistance with finding suitable accommodation, but there are no obligations on the participating
  Universities to provide accommodation, and no guarantees on the provision of accommodation can be
  expected by exchange students;
- Provide the necessary academic counselling and student support services such as assistance at enrolment, information on courses of study and access to library facilities;
- Provide assistance with visa documentation and the purchase of compulsory health insurance (if required);
- Provide an original Academic Transcript of results, which will be forwarded, on the student's behalf, directly to the home university upon completion of the exchange;
- Use reasonable endeavours to ensure that students are aware of their obligations to abide by and be subject to the laws and regulations of the host country;
- Use reasonable endeavours to ensure that students abide by the rules set forth in the host University's Code of Conduct or its equivalent. The host University, in its sole discretion, reserves the right to dismiss any exchange student whose academic performance or conduct warrants such action;
- Promote and publicise the student exchange programs to its students;
- Amend or replace marketing materials as requested by the partner University:
- Host graduate visiting research students (as defined within Section II.C) who do not fall within the scope
  of the student exchange program.

# VI. Terms of the Agreement and Amendment

This agreement shall remain in force for a period of five (5) years from the date of signature with the understanding that it may be revised, terminated or suspended by either party giving six months written notice to the other party.

If this agreement is terminated before its conclusion, all students enrolled at that time will be permitted to complete their exchange studies.

#### VII. General

ACU and Brock shall undertake all those measures that are seen as reasonable to give maximum effect to this student exchange program. Such actions will include the exchange of academic handbooks, newsletters and promotional material.

ACU and Brock acknowledge that the other party is required to comply with the applicable export laws and regulations relevant to the implementation of the agreement. In Australia, ACU is required to meet certain obligations under the Australian Education Services for Overseas Student Act (ESOS) 2000 and subordinate legislation, including the Australian National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the Code).

Both institutions acknowledge that ACU is an authority bound by the Human Rights Act 2004 (ACT), the Privacy and Personal Information Protection Act 1998 (NSW), the Information Privacy Act 2001 (Vic) and the Information Privacy Act 2009 (Qld) and that Brock is bound by similar legislation including the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act and the Freedom of Information and Protection of Privacy Act. Both institutions hereby will comply with the provisions of the Acts which are applicable to and binding on their institution in respect to any of their students, staff or researchers connected to this MOU. These Acts may, in certain cases, restrict the transfer of students' personal information between the institutions. Additional information on these Acts will be supplied by ACU and Brock on request.

Where a problem or dispute arises between the parties they will first seek to resolve that dispute between themselves and will use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations. All expenses incurred in appointing the elected third part shall be shared equally by the parties.

#### Contact details for this agreement

Amy Ryan Manager, Exchange and Study Abroad **ACU International** Australian Catholic University Level 16, Tenison Woods House 8-20 Napier Street, North Sydney NSW 2060

Telephone: +61 2 9739 2428 Facsimile: +61 2 9739 2100

Email: Amy.Ryan@acu.edu.au

John Kaethler

International Services and Programs Abroad

International Centre, Room 210

**Brock University** 500 Glenridge Avenue St. Catharines, ON, L2S 3A1

CANADA

Telephone:1-905-688-5550 ext. 3732

Facsimile: 1-905-688-2074 Email: jkaethler@brocku.ca

#### IX. Signatures

AUSTRALIA

This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein, regarding this agreement. amendments, consents or waivers 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 purpose stated. ACU and Brock, 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.

**Executed as a Student Exchange Agreement:** 

For Australian Catholic University

Mr Chris Riley

**Executive Director, International** 

Date: 4 December 2012

For Brock University

Jack N. Lightstone, PhD

President & Vice-Chancellor

Date: Rec 14/2012

Witnesses by the Faculty of Education

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**Professor Marie Emmitt** 

**Executive Dean, Faculty of Education** 

For

Australian Catholic University

Date: \_ 4 12, 12

Murray Knuttila, PhD

**Provost & Vice-President Academic** 

Fiona Blaikie

Dean, Faculty of Education

For

Brock University

Date: 4 Dec 2012