

University of
Kent



University of Hong Kong
香港大學

Student Exchange Agreement

between

**Faculty of Humanities
The University of Kent**

and

**Faculty of Arts
The University of Hong Kong,
HKSAR**

The Faculty of Arts, The University of Hong Kong, Pok Fu Lam Road, HKSAR, People's Republic of China (hereafter referred to as "University of Hong Kong") and the Faculty of Humanities, University of Kent, Canterbury, United Kingdom (hereafter referred to as "University of Kent"), referred to collectively as the "Institutions" hereby agree upon the following terms and conditions as set out in this Agreement relating to a reciprocal undergraduate exchange programme.

1. Administration of the Programme

On behalf of University of Hong Kong, the administration of the exchange programme will be coordinated by the Office of International Student Exchange. On behalf of the University of Kent, the administration of the exchange programme will be coordinated by the International Office. Any changes in staff relating to the administration of this programme should be communicated as soon as possible to the partner institution, and added as an Appendix to this Agreement.

2. Duration and Nature of Exchanges

Each university agrees to exchange individual students, ideally on a one for one basis. The duration of the period of study for each student will be for a maximum of one academic year. Since the University of Kent does not use the word "semester", for the purposes of this Agreement, the term shall mean a period of study equating to half an academic year in academic weighting.

University of Kent students participating in the exchange will study at the University of Hong Kong for one academic year. University of Hong Kong students participating in the exchange may study at the University of Kent for one semester or one academic year. Where a student participates in the exchange for one semester only, it will be counted as 0.5 full time equivalent (FTE).

3. Balance in Student Numbers

Each year during the term of this Agreement, each university may send up to two (2) FTE undergraduate students to be enrolled at the other university. Numbers exchanged in any given year may be changed by mutual agreement and this change must be noted in writing. Parity in numbers of exchange students is required over the term of this Agreement, however, the parties acknowledge that in some circumstances there may be a disparity in any given semester or year during the term of the Agreement. Any imbalance should ideally not exceed the equivalent of two student years or four student semesters. Each institution may mutually agree a larger temporary imbalance, but on the understanding that each university will make good faith efforts to reduce any such imbalances as soon as possible.

4. Tuition

Exchange students will remain registered at their home university, where they will pay all tuition and other academic fees, and be exempted from all such fees at the host university.

5. Accommodation, Housing Fees and Miscellaneous Expenses

Each institution shall provide arrangements for housing for participating students, the cost of which shall be borne by the students. The payment for such housing together with the payment for all travel, required information technology or activity fees, medical insurance, medical costs not covered by insurance, books and other educational materials, and food and subsistence costs shall be the responsibility of individual exchange students and neither institution (unless it has agreed otherwise with a given student) shall be held liable for such charges.

6. Medical Insurance

With respect to medical insurance, the University of Kent strongly recommends that incoming students taking part in the exchange should purchase health / medical insurance to cover them for any medical treatment not covered by National Health Service (NHS) treatment in the United Kingdom; the University of Hong Kong requires overseas students staying more than 180 days in Hong Kong to have personal accident and medical insurance coverage as a condition for admission. The cost of all such insurances will be paid by the participating exchange students.

7. Selection

Participating students seeking admission to the host university under the terms of this Agreement shall meet the admissions requirements of the host university, including the completion of all relevant application forms. In addition, University of Hong Kong students applying to the University of Kent must provide documented

proof of having an acceptable level of English Language, as determined by the University of Kent and noted in the Appendices. Each university will send to the other, copies of all published admissions criteria as soon as possible after the date of this Agreement and undertakes to advise the other university of any change to those criteria as soon as they are published. Each university will make every effort to send to the other the applications for exchange of at least four months before the start of the academic term.

Upon receipt of applications from the home university the host university may, in its sole discretion, reject candidates in which case further candidates may be proposed.

8. Academic status

The exchange students may apply to any academic programme / modules of study offered by the host faculty at the host university, but the host university reserves the right to exclude students from restricted enrolment programmes or modules. All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host university. Credits towards the students' degrees shall be awarded by the home university.

Students are expected to maintain the equivalent of a full-time course load at the host institution. Each student shall determine their study programme at the host institution in consultation with academic advisers of both host and home institutions and the student's academic performance shall be evaluated according to the rules of the host institution.

9. Evaluation

Each university shall provide the other with such information on the performance of participating students as the home institution shall reasonably require. This includes a transcript (or its equivalent) as soon as practicable after the students' completion of the exchange.

10. Rights and responsibilities

Students participating under the terms of this Agreement shall be subject to the rules, regulations, and codes of conduct of the host institution. The host institution shall have the right to terminate the exchange programme with respect to any student who violates the host university's policies or rules in accordance with clause 15 below. Exchange students will have the rights and privileges enjoyed by other students on the host campus.

11. Student services, welfare and safety

Each university will designate an appropriate office to coordinate student services for incoming exchange students. This office will provide an orientation to incoming students upon arrival. The orientation will include information on academic, cultural, health, personal safety, security, general work and welfare issues. The office will also advise students on issues as they arise.

Each institution agrees to comply with health and safety laws relevant to students. The host institution will satisfy itself that it can provide adequate resources, training and supervision to ensure that students are not subjected to unreasonable risks to health and safety.

Each institution will assist its participants in obtaining the appropriate visa for the period of exchange. Notwithstanding the foregoing, each participant shall be ultimately responsible for obtaining his / her visa, passport or other necessary documents and paying for the same, and the institutions shall not be liable to each other or to any participant for the failure of the participant to obtain the same.

12. Term of contract, modifications and determination

This Agreement shall take effect on the latter of the dates signed below and will continue from that date unless and until terminated by either institution on six (6) months prior notice in writing.

Each institution will review the Agreement at approximately five-year intervals to assess whether it is still meeting institutional goals. Each institution will confirm that the review has taken place by exchange of messages and if necessary, a subsequent Agreement will be created, which subject to mutual agreement, will replace this document.

Any students who have an offer to study at either institution at the date of termination may complete their courses of study and the parties shall continue to fulfil their obligations under this Agreement until all exchange students who have commenced study at the host university have completed their studies.

If either institution wishes to modify the Agreement it can propose changes in writing for consideration by the other party. If both universities agree to the modification, a written record of such modification (agreed by both universities) will be attached to this Agreement as an addendum.

13. Liability

While each institution undertakes to bring to the notice of their students, the rules and regulations of the host university, notwithstanding anything else in this Agreement, each institution acknowledges that the other is not liable for any loss, damage, cost or expense whatsoever, incurred by or attributable to any behaviour or omissions by any of the students exchanged in accordance with this Agreement.

14. Reporting

In the event that an exchange student is involved in a serious accident or other circumstance of a grave nature, or is subject to disciplinary action, the host institution will immediately notify the home institution. If necessary, the immediate notification of any such incidents or actions may be limited to a statement of the problem and a brief outline of intended plans of action. Detailed information should be forwarded to the home institution in a timely manner.

15. Expulsion of participating students

If the host institution decides, in its absolute discretion, that any exchange student's conduct is detrimental to the best interests of the exchange programme, the host institution or the host country / region, the host institution may issue a decision in writing addressed to the home institution with a copy to the relevant student to the effect that the relevant student's participation in the exchange programme is terminated with immediate effect. If such a notice is issued, there will be no refund of fees, and the relevant student must take responsibility for his or her own transportation costs home.

The host institution may also require termination of participation if it becomes apparent to the host institution that the home institution's assessment of the student's academic or other eligibility is based on incorrect, incomplete or misleading information.

16. Dependants

For the avoidance of doubt, this Agreement applies only to exchange students and not to any dependants including partners, spouses or children of the students.

17. Governing law

This Agreement is governed by, and is to be construed in accordance with, English law.

Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

The appointing authority shall be the Chartered Institute of Arbitrators in London.

The number of arbitrators shall be one.

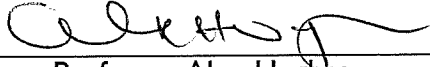
The place of arbitration shall be London.

The language to be used in the arbitral proceedings shall be English.

If the parties are unable to reach agreement on any issue concerning this Agreement within 14 days after one party has notified the other of that issue, they will refer the matter to their respective Vice Chancellors (or equivalent rank) of the university, in an attempt to resolve the issue within 14 days after the referral. Either party may bring proceedings in accordance with the first paragraph of this clause (above) if the matter has not been resolved within that 14 day period, and either party may apply to the arbitrator for an injunction whether or not any issue has been escalated under this clause.

IN WITNESS THEREOF, the parties hereto have offered their signatures:

For the University of Kent



Professor Alex Hughes,
Pro-Vice-Chancellor External

For The University of Hong Kong



Professor Kam Louie
Dean, Faculty of Arts
The University of Hong Kong

17th Dec 2008

Date

December 12, 2008

Date

The University of Kent, Canterbury,
United Kingdom

And

The University of Hong Kong, HKSAR

APPENDIX 1

ENGLISH LANGUAGE REQUIREMENTS

Normally, only full-time students who are currently enrolled at their home institution and who have completed at least one academic year at their home institution will be eligible to participate in this exchange programme. Only those students who have proven themselves capable of producing high quality academic work are eligible for such exchanges, and must meet the exchange requirements of both their home institution and of the host institution.

Students whose first language is not English are required to have an appropriate grade / score in an approved examination in English language before they can register on an academic programme at the University of Kent. Exceptions are sometimes made for a student whose education has been conducted entirely in the medium of English and where English is a well-established second language.

Students of the University of Hong Kong who wish to participate in this exchange programme must meet one of the following requirements BEFORE commencing the exchange studies:

- A minimum TOEFL score of 237 (computer-based test), 580 (paper-based test) or 85 (internet-based test) including 19 in both reading and writing; or
- A minimum overall IELTS band of 6.5 including 6.0 in both reading and writing; or
- Grade C or above in one of the following subjects:
 - i) HKALE Use of English / English Literature
 - ii) GCE A/AS Level English Language / English Literature / English Language and Literature (Grade B for subjects at GCSE level)