



## EXCHANGE AGREEMENT

### Parties:

Stichting Hogeschool van Arnhem en Nijmegen (HAN University of Applied Sciences), having its registered office and place of business on Ruitenberglaan 31, 6826 CC Arnhem, on behalf of the Faculty of Business, Management and Law / Arnhem Business School (FEM / ABS) legally represented in this matter by Ms Gisela Albers MMI, hereinafter referred to as ABS;

and

Assumption University having its registered office and its place of business on 592/3 Ramkhamhaeng 24, Hua Mak, Bang Kapi District Bangkok 10240, legally represented in this matter by Dr. Soonthorn Pibulcharoensit, University Registrar hereinafter referred to as AU.

### **PREAMBLE**

- The general purpose of this agreement is to enhance international education at the two institutions initially through a programme of student exchanges with the option of developing other forms of cooperation in the future;
- The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit which will be applied towards their degrees at their home institution;
- The purpose of exchange between faculty members is to promote collaborative research and other educational developments and to further mutual understanding;
- Parties hereby agree to establish an exchange programme under the following conditions:

### **I. DEFINITIONS**

Balance: number of outgoing students of the home institution compared to the number of outgoing students of the host institution;

Exchange period: the period, either one semester or one academic year, in which the exchange student participates in an exchange programme at the host institution;

Exchange programme: the course or subjects the exchange student takes during his/her exchange period;

Exchange student: a student originally registered at the home institution who participates in an exchange programme at the host institution;

Force majeure event: an event which is outside the reasonable control of the affected institution and could not have been prevented by that institution taking all reasonable steps;

Home institution: the institution in which the exchange student is originally registered and enrolled in a degree course;

Host institution: the institution where the student is temporarily registered as an exchange student for the duration of his/her exchange programme.

## II. STUDENT EXCHANGE

### A. Number of Students

ABS students coming to AU will be enrolled at AU for one semester (4 months)

Students coming to ABS from AU will be enrolled at ABS for one academic semester (August to mid-January or January to July) or one academic year (August to July).

ABS will send up to 4 exchange students to AU for one semester of each academic year and AU will send up to 4 exchange students to ABS for one semester of each academic year and/or 2 exchange students to ABS for one academic year, beginning as of September 2018.

It is understood that one full-year student counts for two semester students. In addition three students attending the ABS Summer Course (tuition free) will be equivalent to one ABS student undertaking one exchange semester at AU.

The number of semester spots available for the following year will be reviewed each December and confirmed in writing in order to maintain the balance as closely as possible.

Students coming to ABS from AU will be in the the second trimester of their Master program of their degree course. ABS students coming to AU will be in the 3<sup>rd</sup> or 4<sup>th</sup> year of their 4-year degree course.

### B. Acceptance of Students

The two institutions agree to nominate for the exchange programme only students in good academic and conduct standing at the time of their nomination. Participating students will be selected at the home institution on the basis of academic merit and suitability to undertake a period of study abroad. The home institution will forward selected applications to the host institution which has the final authority to accept or reject any applicants on academic, and/or language grounds, and/or in accordance with its standard admissions, and/or enrolment policy. The host institution will provide written reasons for rejecting any exchange students proposed by the home institution. The home institution may submit alternative exchange candidates for consideration by the host institution.

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The English language requirement for students coming to ABS is a level of IELTS score of 6.0 or higher (TOEFL / 80 (internet-based) or equivalent. Further requirements for admission to HAN can be found at <https://www.han.nl/opleidingen/exchange-courses/abs-exchange-course/admissions/>

The English language requirement for ABS students coming to Graduate School of Business, Assumption University is a level of IELTS score of 6.0 or higher (TOEFL / 80 (internet-based) or equivalent.

### **C. General Conditions**

Students from both institutions will enroll at and remain degree or diploma candidates in their home institution, but will enjoy the privileges accorded to students at the host institution. Campus facilities included but not limited to social and introductory activities will be available to exchange students on the same conditions and for the same incidental fees as for domestic students.

0 Students from both institutions must have their course selections and load requirements approved in advance by their home departments and appropriate academic authority in order to obtain transfer or application of credit toward their degrees on completion of the courses for which they have enrolled.

ABS students coming to AU may select 5 subjects for the duration of the semester without additional costs for enrollment. In return ABS offers one free Summer Course per year to AU students, or free housing for one semester student from AU. The institutions must organize appropriate academic credit arrangements for the exchange programme prior to the exchange taking place, including documented procedures for the granting and recording of course credit in accordance with each institution's rules, policies and procedures concerning credit recognition.

Official transcripts will be provided to the home institution (see G. Programme Coordination) according to institutional protocol after the release of results at the end of the exchange programme. The exchange student thereafter will be responsible for the academic credit arrangements with their home institution.

0 Academic credit transfer is the responsibility of the home institution and will be in accordance with the appropriate regulations of the home institution.

Exchange students will abide by the laws of the host country and will be subject to the rules and regulations of the host institution. At the same time they will be subject to the academic regulations of their home institution during the period of the exchange.

### **D. Student Fees and Tuition**

Students will pay tuition and if applicable registration fees to the home institution. Exchange students will not be charged tuition by the host institution.

Exchange students will be responsible for the cost related to visa expenses, accommodation, travel, books, study material, medical expenses and medical insurance and other personal expenses.

AU has a compulsory student activity fee which includes expenses for seminars, workshops, experiential learning and local educational fieldtrips throughout the

semester. These costs will be the responsibility of the exchange student.

### **E. Assistance to Exchange Students**

Each institution agrees to accept students within limitations of this agreement, and will:

- Provide exchange students with an identifiable contact who will be responsible for assisting students with pre-departure, enrollment and other wellbeing requirements: for ABS, Ms Ingrid Le Coultre, International Relations FEM, for AU, Ms. Sansanee Aranyanak Khlaewkhla, International Program Coordinator.
- Provide suitable study space for visiting students, comparable to the space provided for its own undergraduate students.

The host institution will assist exchange students in finding suitable accommodations and in becoming integrated into their new social environment during the period of the exchange, but this will exclude financial assistance. While exchange students will be responsible for securing their own accommodations, the host institution will assist students in locating suitable accommodations for the duration of the exchange.

### **F. Rights and Responsibilities of Each Institution**

The home institution shall provide written notification of the names and addresses of its nominees within a reasonable time before the start of the relevant semester.

The host institution will issue the appropriate documents for visa purposes in accordance with current laws, although it is the responsibility of the students to obtain visas in a timely manner.

Each institution will provide grades and assessments and maintain academic records for the exchange students. At the completion of the exchange programme, official transcripts of subjects and grades will be sent to the coordinating exchange officer of the home institution.

The host and home institution will assume no responsibility for a student's conduct or lack of compliance with any of the host country's laws or damages caused by the student otherwise. Each institution reserves the right to dismiss any exchange student at any time for academic or personal misconduct in violation of established regulations. The dismissal of a student shall not abrogate the agreement nor the arrangements regarding other students. Neither institution will be responsible through such dismissal for any subsequent change in the status of the visiting student as it pertains to immigration status or other authorization to remain temporarily or permanently in the host country.

Personal information (for example student data) provided from one institution to the other may only be used for the purpose of performing its obligations under this agreement and for the student exchange programme.

Both institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of race, sex, age, ethnicity, religion, citizenship or national origin. Both institutions shall abide by these principles in the administration of this agreement and neither institutions shall impose criteria for the exchange of students which would

violate the principles of non-discrimination.

## **G.PROGRAMME COORDINATION**

Each institution will nominate a programme coordinator to ensure that the terms of this exchange agreement are carried out. They are:

**ABS:** Ms. Erna Helsen MA, Policy Advisor, International Relations FEM, Ruitenberglaan 31, 6826 CC Arnhem, The Netherlands.

**AU:** : Dr. Witsaroot Pariyaprasert, MBA Program Director, A Building, 3rd floor, Soi Ramkhamhaeng 24, Hua Mak, Bangkok, Bangkok 10240.

Any changes to the programme objective as related to individual students (e.g., extension of programme, change from full-time student status, authorization to work) must be reviewed and approved by the programme coordinator at both institutions prior to any change in immigration documentation.

Each institution may name a successor to, or replacement of, its coordinator.

## **III ACADEMIC AND RESEARCH COLLABORATION & STAFF EXCHANGE**

The two institutions agree in principle to the possibility of academic and research collaboration and staff exchange. The details (terms, costs and conditions) of such collaboration will be negotiated and agreed upon in writing by both parties prior to the initiation of the activity.

### **A.ACADEMIC AND RESEARCH COLLABORATION**

The scope of collaboration on academic and research activities may include the following:

1. Development and promotion of research collaboration in areas of mutual interest.
2. Exchange of academic materials by both parties.
3. Development and promotion of curriculum and course design, including training programmes.
4. Sponsoring of co-operative seminars, workshops and other academic meetings on matters of mutual interest.
5. Staff development, including staff exchange (under III.B) and training.

### **B.STAFF EXCHANGE**

Both institutions may offer opportunities for the exchange of staff engaged in teaching, research or administration under the following conditions:

1. Each institution may nominate one or more of their staff members to participate in such an exchange.
2. The home institution will forward applications from selected staff interested in participating in an exchange programme. The host institution will, however, have the final authority to accept or reject any applicants.
3. Where an exchange is effected, the remuneration, salary, travel,

accommodation, living expenses and health insurance will be the responsibility of the home institution and the individual staff member, unless otherwise negotiated.

4. The host institution agrees to provide working conditions and privileges which are at least equivalent to those afforded resident staff of that institution.
5. A member of staff on exchange shall be permitted to work in accordance with their designated programmes for professional development provided that these are consistent with the work practices and needs of the host institution.
6. Staff on exchange agree to abide by the laws of the host country.

#### **IV DURATION, AMENDMENTS AND TERMINATION**

This agreement will operate from the date it is executed on behalf of both parties for a period of five years and shall be automatically renewed for five year periods unless one of the parties terminates the agreement on the grounds of what is stipulated in the next paragraph.

This agreement may be terminated at the request of either institution, provided such request is made in writing at least twelve (12) months before termination is to become effective. Any termination of this agreement must take into account the rights of students already participating or accepted for any exchange to complete their stay.

This agreement may be subject to modifications or revision by mutual written consent between the co-operating institutions.

#### **V Force Majeure**

Neither party is liable for any breach of its obligations under this agreement to the extent that the breach resulted from a force majeure event provided that it:

- (a) promptly notifies the other party (with appropriate details, including (but not limited to) the nature and cause of the force majeure event and details of how the Institution is mitigating its losses in relation to the force majeure event); and
- (b) takes all reasonable steps to work around or reduce the effects of the force majeure event.

If a force majeure event continues for more than 30 days or continues beyond the term of this agreement, either party may terminate this agreement with immediate effect by written notice.

#### **VI Dispute Resolution, Applicable Law and Jurisdiction**

Any dispute arising from this agreement shall initially be referred to the programme coordinator as referred to in article II (G) for resolution.

If they are unable to resolve the matter within sixty days of referral, the dispute shall be referred to the deans of the faculties concerned.

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If the dispute has not been settled within sixty days of referral to the deans, the following applies:

The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts where the student will be hosted for the purpose of hearing and determining any dispute arising out or in connection with this agreement or its formation of validity and for the purpose of enforcement of any judgment against their respective assests.

**SIGNED AT:**

**Assumption University, Thailand**

Oct. 5, 2018

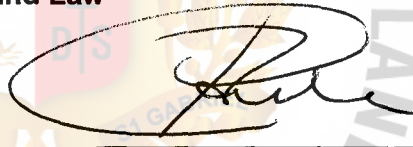


Date

Rev. Bancha Saenghiran, f.s.g., Ph.D.  
President

**HAN University of Applied Sciences/Hogeschool van Arnhem en Nijmegen,  
Faculty of Business, Management and Law**

D M Y  
06 - 12 - 2018



Date

Dr. C.P. Boele PhD  
President

