STUDY ABROAD AGREEMENT
BETWEEN
THE UNIVERSITY OF OTAGO
AND
THE UNIVERSITY OF TENNESSEE, KNOXVILLE

The purpose of this Agreement is to establish the terms and conditions for students to participate in the University of Otago’s Study Abroad Programme, whereby the University of Otago provides educational services to nominated undergraduate students of the University of Tennessee, Knoxville. The terms of this agreement do not allow the University of Tennessee, Knoxville to recruit from institutions outside the University of Tennessee, Knoxville for this Study Abroad Programme. This Agreement will commence from the date of signing. This Agreement remains in force for a minimum of three (3) years from signing, after which time either party may withdraw from the agreement as set out in Clause C of this Agreement. Should both parties concur to continue with this Agreement after the three-year period, such agreement will be added to this agreement in the form of a letter.

A. STUDY ABROAD PROGRAMME

1. The University of Otago will facilitate the admission of students from the University of Tennessee, Knoxville to its courses under this programme.

2. The University of Tennessee, Knoxville will be responsible for recruiting and screening prospective students who wish to attend the University of Otago for one semester or two semesters under this programme.

3. Students from the U.S., applying to this programme should have a minimum grade point average of 3.0 on a four-point scale.

4. Study Abroad students must satisfy all admission requirements, including the language proficiency requirement of the University of Otago.

5. Admission to a specific course is subject to the student being satisfactorily qualified to enroll in that course, and the availability of resources.

6. Students studying under this programme will be accorded the same rights and privileges as other students at the University of Otago. The University of Tennessee, Knoxville students are entitled to the use of facilities on the same basis as students of the University of Otago.

7. Students studying under this programme are subject to the rules and regulations of the University of Otago, as set out in the University Calendar. Any breach of these rules and regulations will be dealt with in accordance with the established policies and procedures of the University of Otago, and on the same basis as students of the University of Otago.

8. Recognition for academic work carried out by the student during the period of participation in the Study Abroad Programme will be at the discretion of the University of Tennessee, Knoxville. Students participating in this programme will continue as candidates for the degree at the University of Tennessee, Knoxville.

9. Applications for Study Abroad at the University of Otago from the University of Tennessee, Knoxville should be made as early as possible and no later than December 1 for a First Semester (February) start, and April 30 for a Second Semester (July). The University of Tennessee, Knoxville shall ensure that the University of Otago’s required documentation is completed correctly and forwarded in sufficient time.
10. The University of Otago agrees to assist each Study Abroad student by:

- providing pre-departure material, and post-arrival orientation
- providing each Study Abroad student with the necessary documents to enable the student to obtain the correct visa
- providing an accommodation placement service
- providing arrival assistance, and temporary accommodation if required
- designating an administrative contact for the student
- providing student support and advisory services.

11. The University of Otago will bill the University of Tennessee, Knoxville directly for Study Abroad fees. The course fees cover the following items:

- tuition (tuition fees do not include costs for textbooks, some course materials, and field trips)
- GST (Goods & Services Tax)
- University of Otago Students' Association Fee
- Welfare and Recreation Fee
- Building Levy
- on-campus orientation programme
- end of study transcript copy and forwarding

The payment and refund of course fees are subject to the conditions as set out in the University of Otago's Policy for Payment and Refund of Fees for New Full Fee Paying International Students, as attached to this agreement.

12. On completion of a student's course of study, the University of Otago will forward an official transcript to the University of Tennessee, Knoxville. Transcripts will not be released if a student has an outstanding account at the University of Otago.

13. The University of Otago will send to the University of Tennessee, Knoxville application materials, curriculum information and pre-departure materials, including tuition and accommodation fee information, and will keep the University of Tennessee, Knoxville apprised of changes relevant to Study Abroad students.

B. OTHER

1. The University of Otago will pay the University of Tennessee, Knoxville a commission of 10% of the tuition fees charged by the University of Otago for each full fee-paying University of Tennessee, Knoxville Student Abroad student enrolled at the University of Otago.

2. The University of Otago will make payment to the University of Tennessee, Knoxville on receipt of invoice(s) from the University of Tennessee, Knoxville. Payment will be actioned after the semester deadline for a student to withdraw from their course of study and receive reimbursement of tuition fees has been reached. These deadlines are 31 March (for students commencing study in the First Semester) and 31 July (for students commencing study in the Second Semester).

3. Each party shall at all times indemnify and hold harmless the other against all claims, actions, loss or damage arising from the indemnifying party's performance or lack of performance under the Agreement or the acts of commission or omission of its employees, agents or students while carrying out this Agreement.

4. The University of Tennessee, Knoxville will consult with the University of Otago on any material, including on-line information, which will be used to promote the University of Otago, prior to publication to ensure its accuracy. The use of the University of Otago's name, crest, or images is not permitted except when authorised by the University of Otago.
C. RENEWAL, AMENDMENT AND TERMINATION

1. Amendments to this Agreement may be made at any time by correspondence, and only when agreed upon by both participants. Any amendments shall be added to the terms as appendices.

2. Either participant may terminate this agreement by giving notice in writing to the other institution of no less than six (6) months. Any student who may have commenced the University of Otago before the date of termination may complete their courses of study by special agreement between the two institutions.

3. The institutions shall confer concerning the renewal of this agreement six (6) months prior to its expiration.

For, and on behalf of, The University of Otago,

Dr. Roberto Rabel
Director, International Office

On this date: 1 August 2005

For, and on behalf of, The University of Tennessee, Knoxville

Dr. James N. Gehlhar
Director, Center for International Education

On this date: 9 July 2005

Professor David Skegg
Vice-Chancellor

On this date: 1/8/05

Dr. Loren W. Crabtree
Chancellor

On this date: July 3, 2005