

**International Student Exchange/Credit-Seeking Agreement in terms of the Inter-Africa  
Academic Mobility Scheme Project: African Water Resources Mobility Network (AWaRMN),  
Grant Agreement No. N2019-1973/4**

Entered by and between

Rhodes University

“A public higher education institution and juristic person in terms of the Higher Education Act (Act No. 101 of 1997) as amended existing under the laws of the Republic of South Africa”

Represented herein by Prof Adele Leah Moodly in her capacity as Registrar, duly authorised  
Hereinafter referred to as RU)

And

Makerere University

Represented herein by Prof Barnabas Nawangwe in his capacity as Vice Chancellor, duly  
authorised

Hereinafter referred to as MU

And

Federal University of Technology, Minna

Represented herein by Prof Abdullahi Bala in his capacity as Vice Chancellor, duly authorised  
Hereinafter referred to as FUTMINNA

And

University of Kinshasa

Represented herein by Prof Banza Nsomwe A Nfunka Estach in his Capacity as Vice Rector,  
Research and Academics, duly authorised

Hereinafter referred to as UNIKIN

And

National Higher School of Hydraulics

Represented herein by Dr Hebbouche Abdelhamid in his Capacity as Director, duly authorised  
Hereinafter referred to as ENSH

All institutions to the agreement are collectively referred to as partners or parties.

## **Article 1 Subject of the agreement**

- 1.1 The partners agree to establish an exchange student programme as part of the African Water Resources Mobility Network Project, funded under the Intra-Africa Academic Mobility Scheme of the European Union, Grant Agreement No. N2019-1973/4.
- 1.2 The exchange student programme is established in order to provide participating students with an opportunity to internationalize their curriculum and to obtain credit from participating institutions.
- 1.3 The partners recognize the benefits of the exchange programme in terms of international reputation, curriculum development and enhancement, peer learning and exchange, and quality promotion and peer-benchmarking.
- 1.4 The number of students participating in this exchange program will be based on the number of credit-seeking mobility students as reflected in the partnership MOU and in the partnership agreement with the European Union, agreement No.N2019-1973/4.
- 1.5 Cooperation between partners is based on principles of mutual benefit, respect, and legality.
- 1.6 The exchange programme is open only to Masters and PhD students within the framework of the AWaRMN Project.

## **Article 2 Number of students and reciprocity**

- 2.1 Within the framework of AWaRMN all partner institutions are eligible to send and receive students on exchange/credit-seeking mobility.
- 2.2 Effort shall be made to ensure that students are distributed among the partner institutions equitably considering available resources to the partnership.
- 2.3 The goal of the exchange is to ensure that each partner institution sends the number of students equal to those the institution is receiving from other partners, provided resources are available at the receiving and sending institutions.
- 2.4 The AWaRMN partnership shall review the exchange programme on a regular basis for efficiency of implementation.

## **Article 3 Period of Exchange Registration**

- 3.1 All exchanges must commence in the 2023 academic session and must all terminate by the end of the AWaRMN project, being December 2024.

3.2 The maximum duration of an exchange is 10 academic months, and the minimum duration is 6 academic months as per the partnership grant agreement.

3.3 No extension of exchange duration shall be allowed

3.4 All students going on exchange within the framework of this agreement shall commit to fulfil the requirements of the partnership including commitment to exchange duration.

3.5 Exchange students must be registered at their home institutions prior to embarking on exchange.

3.6 All exchange students can be registered at the host university while on exchange, though they should remain registered at their home university. Fees are only payable at the home institution.

#### **Article 4: Application process, student selection and admission**

4.1 All students wishing to participate in the exchange programme shall apply to the AWaRMN partnership, following the process detailed in the partnership MOU.

4.2 The call for application for the exchange programme shall be published on the AWaRMN website: <https://www.ru.ac.za/intra-africa-awarmn/>

4.3 The partner institutions agree to nominate and encourage students who have the academic background to enable them to benefit from attendance in regular university classes at the exchange partner university. Classes are not only in the form of course work but also supervision section with an academic supervisor at the host institution. This is in recognition of the fact that credit-seeking could comprise coursework, research work or both where necessary.

4.4. The AWaRMN partnership is responsible for screening and selecting the students. The selected students must satisfy the admission requirements for non-degree exchange students of the partner university. Each exchange student will be selected based on academic merit and other factors as agreed upon by the partnership, detailed in the MOU.

4.5 Each institution agrees to provide resumes, transcripts and other relevant material for each student selected, if required.

4.6 The host institution reserves the right to make the final decision on all applications for participation in the exchange programme. The host university will evaluate the application of the nominated student and determine their acceptability for admission as exchange students.

4.7 Incomplete applications and applications received after the deadline will not be processed. The acceptance of a student is conditional on obtaining the necessary immigration and travel clearances.

#### **Article 5 Degree Granted and Transcripts of Records**

5.1 Exchange students are enrolled as candidates for degrees at the home university and are not eligible to be awarded a degree at the host university.

5.2 Participation in the exchange programme does not guarantee later admission as a regular student at the host institution. A student wishing to pursue a degree at the host institution must contact the admission office and follow the regular application procedures and pay all applicable fees required but must have fulfilled their commitment to the exchange programme for which they have been accepted.

5.3 The host institution shall provide each exchange student and their University's Registrar or any other official with such powers (e.g. Heads of Department, Dean of Faculty), with a copy of the academic transcript upon completion of their exchange programme. The academic transcript must indicate the training received, and duration, name of the candidate, and all other relevant details. Academic transcripts must be duly signed by a duly authorized official.

## **Article 6 School fees, and other financial responsibilities**

6.1 Exchange students will continue to pay tuition fees as required to their home university. Neither the universities nor the exchange students involved in this program pay tuition fees to the host institution.

6.2 For students on exchange equal or more than 10 academic months, the costs of school fees, and where applicable research costs, shall be borne by the AWaRMN partnership through allocated participation cost and research costs.

6.3 The use of non-academic or non-obligatory facilities, services and functions at the host university may require the payment of fees by the exchange student.

6.4 Campus facilities will be available to exchange students on the same conditions and, where applicable, at the same incidental fees as for domestic students.

6.5 AWaRMN partnership shall cover the costs of visa, health/travel insurance, air ticket and monthly subsistence for all exchange students in accordance with the partnership grant agreement.

## **Article 7 Regulations of the Host University**

7.1 Exchange students are subject to rules and regulations, including those regarding admission to the university, conduct and performance in classes, as required for students in the host institution.

7.2 The receiving institution shall have the right to terminate the participation of any student in the exchange programme at any time if such student's academic work or behaviour is found to violate the receiving institution's policies or regulations or endanger the health or welfare of the student or any other person.

7.3 Each institution will comply with national immigration guidelines in support of exchanges of international students.

## **Article 8 Housing, visa and other services**

8.1 The host university will provide visa documents, assistance at enrolment, information on courses of study, internet access and access to library facilities. The use of non-obligatory facilities like the Sports and Cultural Centre may require the payment of fees by the exchange student.

8.2 Exchange students shall be responsible for obtaining visas and otherwise complying with all immigration rules and regulations of the country of the receiving institution. The host institution shall cooperate in such efforts, but cannot assure the granting of visas, permits or approvals.

8.3 All exchange students are required to familiarise themselves with the common package of services provided by the AWaRMN partnership, which is available here:

[https://www.ru.ac.za/media/rhodesuniversity/content/awarmn/documents/AWaRMN\\_Common-Package-of-Services-Final.pdf](https://www.ru.ac.za/media/rhodesuniversity/content/awarmn/documents/AWaRMN_Common-Package-of-Services-Final.pdf)

## **Article 9 Intellectual Property Right and publications**

9.1 Ownership of intellectual property created by exchange students as part of their enrolment at the host institution will be governed by the host institution's policy on ownership of intellectual property.

9.2 Intellectual Property created by exchange student prior to embarking on the exchange shall be governed by the home institution, provided such intellectual property was created whilst the student was registered at their home institution.

9.3 Joint publications between home and host institutions are encouraged especially for students on research related exchange

## **Article 10 Data Protection and Confidentiality**

10.1 Each Institution shall comply with its obligations under all applicable data protection and privacy legislation and regulations in the country in which the Institution is based and in relation to Personal Information it accesses in connection with this Student Exchange Agreement.

10.2. All partner Institutions agree that they will ensure that all student records and personal data relating to Exchange Students are held securely and confidentially, and further ensure that such data is used or disclosed solely for the purpose of the administration of the Student Exchange Program under this Agreement.

10.3 With respect to all information disclosed to a party on a confidential basis by the other party in connection with the collaboration, each party undertakes that it will during a period of five (5) years treat this information as confidential and will not disclose this information to any third party without the prior written consent of the other party.

10.4 This duty to confidentiality shall not apply to any information which a party can show was at the time of receipt published or otherwise generally available to the public; has after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party; was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure; was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party; was developed independently by the receiving party

10.5 The handling of all personal information shall be in compliance with the partnership grant agreement and the memorandum of understanding jointly signed by the legal representative of the partner institutions.

## **Article 11 DURATION, TERMINATION AND SURVIVABILITY**

**11.1** This agreement comes into effect on the signature by all Parties, and unless terminated earlier in terms hereof, shall remain in force until the Project has been completed.

11.2 The Parties may elect to renew this agreement for such period and on such additional terms and conditions as may be negotiated between them.

11.3 The provisions of this agreement relating to intellectual property shall survive the termination of this agreement, as indicated in Article 10.3 above.

## **Article 12 Counterpart**

12.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of

this Agreement delivered by email portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Article 13 General Provisions**

13.1 This Agreement shall be read together with the provisions of the Grant Agreement No. N2019-1973/4 and the MOU entered and by all the partner institutions.

13.2 If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect.

13.3 In the event of a dispute arising between the Parties, they shall attempt to resolve such dispute by the processes of dialogue, mediation, and arbitration, which may be requested by any party.

13.4 This agreement is governed by the laws of the Republic of South Africa, being the laws of the coordinator’s country.

13.5 In case of any dispute on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the courts of Republic of South Africa.

We, the undersigned parties agree to this Agreement on behalf of our respective institutions:

Name of institution:

Name of institution:

Name and status of the official representative:

Name and status of the official representative:

Name of institution:

Name of institution:

Name and status of the official  
representative:

Name and status of the official representative:

Name of institution:

Name and status of the official  
representative:



