

STUDENT EXCHANGE AGREEMENT

BETWEEN

**POHANG UNIVERSITY OF SCIENCE AND TECHNOLOGY,
REPUBLIC OF KOREA**

AND

CHARLES UNIVERSITY, FACULTY OF SCIENCE

Based on the established Memorandum of Understanding between Pohang University of Science and Technology (hereinafter “POSTECH”) and Charles university (hereinafter “CUNI”), the Parties, POSTECH and CUNI, agree to establish a student exchange program. The purpose of this agreement is to promote and guide the ongoing exchange of students between the Parties.

This Agreement is intended to provide opportunities for students from the Parties to study abroad and return to their Home Institution to obtain a degree. The international exposure is expected to enhance the educational experience of students and provide advantages in their future career development.

ARTICLE 1: DEFINITIONS

- 1.1 “Exchange Students” shall mean students participating in the student exchange program implemented herein.
- 1.2 “Home Institution” shall mean the Party providing the Exchange Students.
- 1.3 “Host Institution” shall mean the Party accepting the Exchange Students.

ARTICLE 2: DURATION OF EXCHANGE

Exchange Students may register at the Host Institution for one term/semester or one full academic year. The exchange is not intended to provide a mechanism for students to obtain a degree at the Host Institution.

ARTICLE 3: EXCHANGE NUMBERS

In each subsequent academic year, both Parties will send up to four (4) Exchange Students, each staying for one semester, or two (2) Exchange Students, each staying for two semesters.

The Parties will review the program annually for any imbalances in the number of Exchange Students and will adjust the numbers of the Exchange Students the following year to maintain a

balance.

ARTICLE 4: FINANCE AND SERVICES

Exchange Students will pay all customary tuition and registration fees to their Home Institution for the exchange period. The Host Institution will provide tuition fee and application fee waiver to each Exchange Student studying with it.

Exchange Students are fully responsible for their own living expenses including travel, accommodation, meals, healthcare and medicine, books and supplies, during the exchange period.

Students will be required to provide proof of adequate health and personal liability insurance applying to life, health, and property claims including consequential financial damages, effective for the duration of their exchange program, under terms to be specified by each host institution, before traveling to the host institution.

The Host Institution will assist Exchange Students in finding and obtaining housing to the extent feasible.

ARTICLE 5: QUALIFICATIONS

Exchange Students will be nominated by their Home Institution to participate in the exchange, and the Exchange Students shall meet the admission criteria provided by the Host Institution unless otherwise agreed upon by the Parties. The admission criteria of POSTECH include an average academic grade of *B* or above prior to application, and TOEFL iBT 79/IELTS 6.0 or higher for students from non-English-speaking countries. The admission criteria of Charles University includes TOEFL iBT 79/IELTS 6.0/FCE or higher.

The Home Institution will send to the Host Institution the application documents of the nominated students by a date to be determined by the Host Institution. At POSTECH, unless otherwise agreed upon by both Parties, application documents of incoming students proposing to attend POSTECH during the fall semester (roughly September through December of each year) must be received by no later than April 1; application documents of students proposing to attend POSTECH during the spring semester (roughly March through June of each year) must be received by no later than October 1. At Charles University, application documents of incoming students proposing to attend Faculty of Science during the fall semester must be received by no later than April 1; application documents of students proposing to attend Charles University during the spring semester must be received by no later than November 1.

The Host Institution shall have the right to make final judgments on the admissibility of each student nominated

ARTICLE 6: PROGRAM OF STUDIES

Exchange Students are expected to take courses at the Host Institution as appropriate to their academic needs, provided that they satisfy the individual course prerequisites and that space allows. Exchange Students are subject to the same regulations and enrollment restrictions at the Host

Institutions as the regular students. Exchange Students may enroll in undergraduate and graduate courses; if they meet the prerequisites regardless of their year of study or degree completed at the Home Institution.

Acceptance of Exchange Students who wish to carry out research projects is subject to the availability of relevant projects and supervisors at the Host Institution. Exchange Students are responsible for identifying a supervisor for the research project at the Host Institution.

After the end of the exchange period, the Host Institution will send a report/official transcript of the Exchange Student's academic achievement to the Home Institution.

Exchange Students receive transfer credits at their Home Institution for their studies at the Host Institution in accordance with the policy on credit transfer at the Home Institution.

ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS

In the case that research results impacting upon matters of intellectual property rights arises during the exchange period, the Parties shall discuss in good faith and agree in a separate agreement the conditions regarding the treatment of intellectual property rights so arising.

ARTICLE 8: FIRST POINT OF CONTACT

POSTECH	CU, Faculty of Science
Mr. Kiljong Yoo Program Coordinator International Relations, POSTECH 77 Cheongam-Ro, Nam-Gu, Pohang Gyeongbuk, Korea 37673 Phone: +82-54-279-3685 Fax: +82-54-279-3590 E-mail: kiljongyoo@postech.ac.kr	Mr. Aleš Soukup Vice-dean Viničná 7 128 43 Prague 2 +420 221 95 1697 ales.soukup@natur.cuni.cz

ARTICLE 9: DURATION, AMENDMENT, TERMINATION

This agreement shall commence from the last signature date and shall be valid for a period of five years. It becomes effective on the date of its publication in the Czech Contracts Register in accordance with Act No. 340/2015 Sb., on special conditions for the effect of some contracts, the publication of such contracts and the register of contracts (the Contracts Register Act), as amended. The contracting parties expressly stipulate that Charles University assumes responsibility for publication of this agreement in the Contracts Register in line with Act No. 340/2015 Sb., as amended. The publication will be executed within one week after the signed Agreement is delivered to the International Relations Office, Charles University.

A renewal for an additional five-year period will be considered. Either university may, by notice in writing of no less than 6 months, terminate this agreement. Either party may withdraw from it without delay in case of a substantial breach of any of its provisions. However, any students who have commenced their exchange experience at either university at the date of termination may complete their courses of study. If an imbalance exists in the number of students exchanged, the deficit institution is obliged to accept students until the imbalance is eliminated.

ARTICLE 10: PERSONAL DATA PROTECTION

Each party shall comply with its obligations under all applicable data protection and privacy legislation and regulations. Personal data processing (particularly document management and archival policy) at Charles University is regulated in accordance with EU Regulation 2016/679 of the European Parliament and of the Council on General Data Protection Regulation. POSTECH undertakes to create conditions for the personal data protection of Czech Republics citizens within the scope of this regulation, including technical measures for their security.

ARTICLE 11: DISPUTE RESOLUTION

In the case that any disputes or claims may arise from the interpretation and application of this agreement, the Parties will seek to resolve directly and amicably within a period of thirty (30) days starting from the notification. The Parties will not resolve legal disputes using arbitration.

If an amicable solution has not been reached, they will be resolved by ordinary court proceedings. The exclusive place of jurisdiction for all claims arising out or in connection with this agreement shall be Prague, Czech Republic, if Charles University is the defendant, and Pohang, Republic of Korea, if Pohang University of Science and Technology is the defendant.

The Parties shall defend and hold harmless the other party from any and all damages, costs, claims, and/or actions arising from such first Party's negligence, misconduct, and/or other tortious activity.

The Parties ensure that the individuals signing this Agreement have the authority to sign in the capacity indicated. This Agreement is to be executed in English in duplicate, both copies being considered original.

FOR POSTECH
77 Cheongam-Ro, Nam-Gu,
Pohang, Gyeongbuk, Korea
37673

FOR CHARLES UNIVERSITY
Ovocný trh 560/5
116 36 Prague 1
Czech Republic

Doh-Yeon Kim
President

Prof. Tomáš Zima, MD., DSc.
President

Date:

Date: