



STUDENT MOBILITY AGREEMENT

BETWEEN:

Charles University (Ovocný trh 560/5, 116 36 Praha 1, Czech Republic, VAT No.: CZ00216208, ID No.: 00216208) represented by its Rector, Prof. Tomas Zima, MD., DSc., referred to as “**Charles University**”

AND

The University of Queensland (ABN 63 942 912 684), a body corporate established under the *University of Queensland Act 1998 (Qld)*, St Lucia, Brisbane, 4072 Australia, referred to as “**UQ**”

(the ‘**Parties**’)

1. Background

- 1.1 Student Mobility is recognised by the Parties as an opportunity to collaborate and provide benefits to students during their program of studies.
- 1.2 Students who study abroad from their home institution obtain different perspectives on their field of study and broaden their skills and knowledge.
- 1.3 Student Mobility primarily relates to student exchange. In limited circumstances, the Parties may consider a study abroad arrangement where an imbalance in exchange numbers occurs.
- 1.4 Recognising this, both Parties wish to strengthen their academic relations, and have agreed to support Study Mobility on the terms and conditions set out in this Agreement.
- 2.2 Students intending to participate in a student mobility program must have completed at least one year of tertiary study at the home institution prior to commencing studies at the host institution.
- 2.3 Students may be allowed to participate in a research project as part of a post-graduate coursework program.
- 2.4 The Parties shall ensure that the number of students participating in the exchange on behalf of each institution shall remain in approximate parity and may make adjustments from time to time to accomplish this goal.
- 2.5 Participating students will be given the same rights and privileges as other host students (for example student support services and academic counselling) and will be granted the same access as other host students to the facilities of the host.

The Parties hereby agree to the following terms and conditions:

2. Study Mobility Program

- 2.1 Both Charles University and UQ agree to facilitate and promote student mobility through student exchange between the two institutions. Exchange participants may be undergraduate or post-graduate coursework students.
- 2.6 Participating students will be expected to meet all the usual requirements and obligations of study at the host, including for example the selection of courses.
- 2.7 No participant will be employed in any capacity by the host institution unless the Parties enter

into a separate written agreement with respect to such employment.

regarding costs will be determined at the discretion of the host institution.

3. Students

- 3.1 Whilst undertaking student exchange, exchange students will remain on full time status at the home institution and will also be enrolled as non-award students at the host institution.
- 3.2 Students will be required to enrol in a full-time course load for one or two semesters but no longer.
- 3.3 Any extension of a student's mobility program shall first be approved by the Parties Responsible Officers.
- 3.4 The UQ academic calendar runs from February to November each year. The first semester is from February to June and the second semester is from July to November.
- 3.5 The Charles University academic calendar runs from October to June of the following year. The first semester is from October to January and the second semester is from February to June.
- 3.6 Students will continue as candidates for the award of the relevant degree at the home institution and will not be eligible for any award or credit at the host institution.
- 3.7 The home institution will recognise academic credits earned by exchange students at the host institution and may transfer such credit and count it towards an award.
- 3.8 Students will be required to provide proof of adequate 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.

4. Tuition Fees

- 4.1 Neither institution, when acting as the host institution, will charge tuition fees to any Exchange Student who is enrolled at the home institution. Each student participating in the exchange program shall pay tuition fees (if applicable) to the home institution. Any provision of financial aid or other provisions

5. Institution Responsibilities

- 5.1 Each party will promote student mobility and where applicable, will use all relevant and up to date promotional material provided.
- 5.2 Faculty and/or administrators from each party may make periodic on-site visitations to the other party.
- 5.3 Each party will request that students complete an application form and submit any required supporting documents.
- 5.4 Students may be recommended by each party not only for their academic achievement but also for their maturity, conduct and motivation.
- 5.5 Academically, UQ will review and select students who have completed at least 1st year of their study.
- 5.6 Academically, Charles University will review and select students who have completed at least 2 Semesters at Charles University with a minimum grade of C, and who also meet all other entry requirements provided by UQ.
- 5.7 UQ will forward any selected student application to Charles University by March 31 (for Winter Semester 1) or September 30 (for Summer Semester 2). Charles University shall have the right to accept or reject any UQ student application within a reasonable time of receipt of such application.
- 5.8 Charles University will forward any selected student application to UQ by February 28 (for Semester 2 start at UQ) or September 30 (for Semester 1 start at UQ).
- 5.9 Each party will provide pre-departure orientation for its students.
- 5.10 Each party will ensure that before a student departs from home, the student has appropriate and sufficient medical and personal insurance or equivalent access to medical services valid for use both while travelling to and from the host institution, and while studying at the host institution.

- 5.11 Each party warrants that it has the student's consent and authority to receive confidential documents and personal information concerning the student (e.g. letters of offer and transcript results) when they become available.
- 5.12 Each party will provide the other party with promotional materials and any other relevant documents or information requested by the other party in support of student mobility promotion.
- 5.13 Each party will provide the other party with up to date, full and complete details of the entry requirements for students. Entry requirements include any specific requirements for the program of study and any other language proficiency requirements set out in each parties' policies and procedures.
- 5.14 Each party will receive student applications from the other party, and, in its sole discretion, make an assessment as to whether the application is successful or not.
- 5.15 Each party will send letters of offer directly to the student.
- 5.16 Each party will send official student correspondence (including transcripts of results) to the other party.
- 5.17 Neither party shall provide any warranty or guarantee regarding the availability of places in a particular course.
- 5.18 Students enrolled with UQ receive the following insurance protections for the period they are enrolled with UQ (see <https://my.uq.edu.au/information-and-services/manage-my-program/financial-matters/university-insurance>.)
- 5.19 Students enrolled with Charles University receive the following insurance protections for the period they are enrolled with Charles University (see <http://studyinprague.cz/>).
- 5.20 Each party, through its Accommodation Office, can provide students with housing information and related assistance. However, students will be responsible for paying all costs of room, board, travel and other miscellaneous expenses.

- 5.21 Each party will provide orientation for incoming students and perform its responsibilities with reasonable skill and care and in accordance with all applicable laws, rules and regulations.

6. Responsible Officers

- 6.1 For the purposes of coordinating and administering the Program:

- 6.1.1 UQ nominates as its Responsible Officer, the Manager, UQ Abroad, or such other person as notified by UQ to Charles University's responsible officer.

Ms Jan McCreary
 Manager, UQ Abroad
 Student Employability Centre
 Room 201, Building #41
 The University of Queensland
 St Lucia, QLD, AUSTRALIA 4072
 P: +61 7 3365 2852
 E: jan.mccreary@uq.edu.au

- 6.1.2 Charles University nominates as its Responsible Officer, the Head of International Relations Office as notified by Charles University to UQ's responsible officer.

Ms Lenka Škrábalová
 Director
 International Relations Office
 Charles University
 Ovocny trh 560/5, 116 36 Prague 1, Czech Republic
 Phone: (00420) 224 491 301
 Fax: (00420) 224 229 487
lenka.skrabalova@ruk.cuni.cz

- 6.2 The Responsible Officers, or other designees, will be responsible for regular supervision of participating students. Written notice shall be provided to the home institution should a student withdraw from class or is absent for any period other than a routine illness or holiday period.
- 6.3 The Responsible Officers shall ensure students receive information confirming that, they are:
- 6.3.1 Bound to comply with local laws and regulations (including visa conditions);
- 6.3.2 Subject to the policies, rules and regulations of the host institution including, but not limited to

those related to attendance, discipline, complaints and appeals;

6.3.3 Responsible for obtaining their own insurance protections for the activities directly or indirectly related to the Program, noting that the home and host institution may only provide a limited measure of protection or insurance whilst studying abroad;

6.3.4 To take examinations and/or other forms of assessment required in their chosen program of study; and

6.3.5 Liable to pay all travel and living costs, recreation, travel and transport, insurance, immigration or visa costs, text books and charges for laboratory fees, field trip costs and other non-compulsory student services fees.

6.4 Each party shall provide (and keep updated) the other with details of their Responsible Officer's work address, telephone, facsimile and electronic mail address.

6.5 The Responsible Officers may work with other internal Administrative Officers or Working Parties to document and manage the activities contemplated by this Agreement.

6.6 The Responsible Officers responsibilities include:

- to promote, encourage and facilitate academic cooperation between the Parties;
- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their organisations as well as with the other party;
- to distribute to the other organisation information about the party; and
- to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative activities.

6.7 Any notice to be given by one party to the other must be signed by the Party giving the notice and hand delivered, sent by prepaid post, facsimile or electronic mail to the other Responsible Officer.

7. Critical Incidents

In the event of a serious incident involving a Student, the Host Institution will immediately notify the home university on:-

FOR UQ: Academic Registrar Telephone: +61 7 3365 2224 or if no response, UQ Security, Telephone: +61 7 3365 3333.

FOR Charles University: Tel: 00 420 770 107 020, E-mail: pomoc@cuni.cz

8. Duration of Agreement.

8.1 This agreement shall commence from the last signature date and shall be valid for a period of five (5) 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.

8.2 This Agreement may be extended for further period(s) of five years, provided the extension is in writing and signed by both Parties.

8.3 The Agreement will be subject to review by both Parties at least 12 months before expiry of the Term and at least 12 months before the expiry of any extended period of the Term thereafter.

8.4 If either party determines, in accordance with its policies and procedures, that a student should not continue study, then it shall notify the other institution, and the Parties, acting reasonably, will discuss how to proceed, it being known that the first party shall make its own final decision.

8.5 Either party with six months' notice in writing may terminate the Agreement (in whole or in part). Under such circumstances, the Parties shall honour any offer accepted by a student prior to the date of termination as long as the

student meets the terms and conditions established by this Agreement. Students who have commenced a program of study under this Agreement will also be allowed to complete such program, whether or not the program extends beyond the termination date.

8.6 Should a party commit a serious breach of any term [of this agreement](#), or commits a breach of any term and fails to rectify the breach within 14 days of receiving notice of the breach, the other party may elect to terminate the Agreement (in whole or in part) with immediate effect by providing the first party with notice in writing.

8.7 This Agreement ~~may be~~ executed in [any number of counterpart two copies](#).

8.8 The Parties shall immediately cease to use in any manner whatsoever such marketing or publicity materials, logos, trademarks or other intellectual property rights of the other party upon termination or expiry of this Agreement for any reason.

8.9 To the extent permitted by law, any provision relating to freedom of information, privacy, dispute resolution, indemnity, insurance and confidentiality shall continue in full force and effect following expiry or early termination of this Agreement.

9. General Terms and Conditions

The following general terms and conditions shall apply to this Agreement:

9.1 **Access to systems:** A party may provide access to its site or systems on reasonable notice given by the other party. Each party will be liable for any damage caused by its Personnel to the other Parties sites or systems.

9.2 **Anti-discrimination:** Each party shall comply with and observe the principles of anti-discrimination (i.e. to act without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status or disability or any other basis protected by law).

9.3 **Assignment:** Neither party shall assign, transfer, change or sub-contract or deal with any of its rights or obligations under this

Agreement without the prior written consent of the other party.

9.4 **Anti-corruption:** The Parties agree to engage only in legitimate business and ethical practices in its operations. Each party warrants that it shall not make or cause to be made, either directly or indirectly to any party, nor receive or seek to receive, any offer, gift, or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt act/offence or practice by any applicable law worldwide. Any such conduct shall be grounds for immediate termination of this Agreement.

9.5 **Behaviour:** Each party shall be responsible for ensuring that its staff or students are informed of the expected behaviour and norms of the institution (e.g. code of conduct) and country to which they wish to travel. Each party shall be responsible for notifying its staff or students of the contact details for the relevant Embassy in-country.

9.6 **Compliance with laws:** The Parties must comply with relevant and applicable laws, regulations, policies and standards (both local and foreign) in pursuit of any program or activity contemplated by this Agreement.

9.7 **Confidentiality:** All verbal and written information exchanged in connection with this Agreement which is known or should be known as confidential information, must not be made available to third Parties not associated with the Agreement or used for purposes other than those for which it was provided or produced.

The obligation of Confidentiality will not extend to information which (a) is required to be disclosed by law; (b) was in the rightful possession of the party prior to the Agreement; (c) is already public knowledge or becomes so, other than by breach of this Clause.

9.8 **Conflict of Interest:** The Parties agree that, as at the date of signing this Agreement, to the best of their knowledge, no conflict of interest exists or is likely to arise. If during the term of this Agreement, a conflict or potential conflict of interest arises for one of the Parties, then that party will immediately notify the other

party in writing of that conflict or potential conflict of interest.

9.9 **Counterparts:** This Agreement ~~may be~~ executed in ~~any number of counterparts~~ two copies.

9.10 **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. For the purposes of sharing any Data containing Personal, Confidential, proprietary and/or trade secret Information with the other party, the other party agrees to (i) use such Data solely to support that party in the direct performance of this Agreement, (ii) keep the Data secure and prevent unauthorised access, and (iii) comply with the first party's reasonable instructions. The indirect use, transfer or exploitation of Data is prohibited unless the necessary consents or permissions have been obtained from the other party and/or student.

9.11 **Disputes:** Unless urgent interlocutory orders are sought, any dispute, controversy and differences as to the interpretation and implementation of this Agreement shall first be settled amicably by mutual consultation between the Parties based on the principles of cooperation, equality and sincerity within a period of thirty (30) days starting from the notification.

9.12 **Export and Import Trade Controls:** The Parties acknowledge that their activities (transfer of goods or technology) may be subject to Trade Controls and restrictions. The Parties acknowledge that regulatory licences and permits may be required prior to any trade occurring between the Parties. Any such licence or permit shall be sought by the local party. Should a licence or permit not be granted by the regulatory authority, the Parties acknowledge that they could be prevented from conducting their proposed activity(s).

9.13 **Force Majeure:** If a force majeure event occurs and its effect continues for at least 1 month,

either Party may terminate the whole or part of this Agreement by written notice to the other party. A force majeure event includes an act of God, national emergency, war, prohibitive government regulations, labour dispute or any other cause beyond that party's reasonable control.

9.14 **Freedom of Information:** Each party shall provide reasonable assistance and co-operation to the other party should a Freedom of Information request be made on the other party.

9.15 **General Insurance:** Each party shall use reasonable endeavours to maintain public liability insurance, general property insurance for the full reinstatement value, and professional indemnity insurance in amounts, which are reasonable and customary for academic institutions of comparable size and undertaking. Each party will on request, provide written proof of the existence of such insurance to the other party.

9.16 **Governing law:** This Agreement will be governed by and construed in accordance with the laws as determined by international law on choice of law and venue. It is of the parties' mutual benefit to resolve their differences or disputes amicably. The parties hereto agree that all disputes, arguments and/or differences of opinion between the parties in relation to this Agreement shall be finally resolved by ordinary court proceedings and not by arbitration. The exclusive place of jurisdiction for all claims arising out or in connection with this Agreement shall be Prague, Czech Republic, if the University is the defendant, and Brisbane, Australia, if the University of Queensland is the defendant.

9.17 **Intellectual Property:** The Parties retain all rights to their background intellectual property. All intellectual property arising from this Agreement shall be managed in advance, by specific agreements between the Parties.

9.18 **Liability and Indemnity:** Each party shall indemnify the other party from and against any and all liabilities, damages, costs, claims, suits or actions resulting from any injury to persons, damage to property, or claims made by students, occasioned by or as a result of any breach of this Agreement or any negligent or

wrongful act or omission in connection with this Agreement.

Notwithstanding the above, no party shall have any liability to the other for any special, incidental, consequential, exemplary, punitive or indirect damages, losses, costs or expenses; or for any loss, damage, cost, liability or expense arising from the acts or omissions of the other party (including officers, employees and agents).

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

9.19 **Marketing & Publicity:** All marketing or publicity material produced by UQ, which refers to Charles University, will be submitted to the Responsible Officer at Charles University, for approval before public distribution. All marketing or publicity material produced by Charles University, which refers to UQ, will be submitted to the Responsible Officer at UQ, for approval before public distribution.

9.20 **Relationship of Parties:** This Agreement does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the Parties. Neither party is authorised to enter into or commit the other party to any agreements, and shall not represent itself as an agent or legal representative of the other party. This Agreement is not for the benefit of any third party.

9.21 **Risk:** Each party shall be responsible for ensuring that all necessary travel and field work safety risk assessments have been conducted prior to its staff or students engaging in any activity. Each party shall be responsible for ensuring that all relevant information (including political, financial, travel and health warnings) is made available to its staff or students, prior to any travel overseas. Each party shall be responsible for ensuring that emergency contact information is available for its staff or students at all times.

9.22 **Trademarks and logos:** Each party must not in any way, either expressly or impliedly, use the names, trademarks or logos of the other party

in any public document without prior written consent.

9.23 **Travel and Living Expenses:** Each party shall be responsible for all travel and living expenses incurred by its employees under this Agreement.

9.24 **Variations:** No variation or modification of the terms of this Agreement shall be valid unless they are provided in writing and signed by authorised officers of the respective Parties.

9.25 **Waiver:** A waiver of any right or remedy under this Agreement is only effective if given in writing, and, shall not be deemed as a waiver of any subsequent breach or default.

9.26 **Interpretation and Definitions:**

'Confidential Information' means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information.

'Data' means all data or information relating to a party or its operations, facilities, students, customers, clients, staff, assets and programs in whatever form that information may exist, and wherever located or generated, including a Parties Confidential Information, should it be disclosed.

'Home institution' means the university from which the student intends to graduate;

'Host institution' means the university which has offered to accept a student from the home institution for a limited period of time;

'Intellectual Property' means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties.

'Personnel' of a party means officers, employees, contractors, agents and sub-contractors of that party.

'Semester or Term' means a defined period of time, with dates detailed in a party's academic calendar for each academic year.

SIGNED FOR AND ON BEHALF OF:

THE UNIVERSITY OF QUEENSLAND

CHARLES UNIVERSITY

Professor Peter Høj
President & Vice-Chancellor

Professor Tomas Zima
Rector

Date: ___/___/___

Date: ___/___/___