

STUDENT EXCHANGE AGREEMENT

BETWEEN

Masarykova univerzita

Registered Office at Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic

Represented by Mikuláš Bek, the Rector

*hereinafter referred to as **Masaryk University***

AND

Xi'an Jiaotong-Liverpool University

Registered Office XJTLU Global

Represented by XXXXXXXXXXXX

*hereinafter jointly referred to as "**both parties**"*

IT IS HEREBY AGREED AS FOLLOWS:

I. NUMBER OF EXCHANGE STUDENTS

1. Each year, both parties shall nominate a maximum of 2 full time equivalent students per year at undergraduate and graduate level for the partner university. Any variance in the number of exchange students each year may be negotiated and agreed by both parties before recruitment of students.
2. Exchange is open to students of all fields, departments, and faculties of both parties.
3. Both parties shall strive to assure that the numbers of students exchanged by each party shall be equal each year. For the purpose of determining this balance in the number of students exchanged, two exchange students participating for one academic semester shall be equivalent to one exchange student participating for one academic year. And 1 exchange participating for one academic semester shall be equitant to 1 summer school courses (summer courses details be to advised by each party).

II. DURATION OF EXCHANGE

The period of the exchange shall be one academic semester or one academic year. For Xi'an Jiaotong-Liverpool university, the first semester runs from September until January and the second semester from March until June. For Masaryk University, the Autumn semester runs from September until the end of January and the Spring semester from February until June.

III. EXCHANGE PROGRAMME

1. Exchange students shall pursue an academic programme developed in consultation with the student's Home University. The Host University will permit the exchange students to enrol with a normal course load and in all courses for which they meet the Host University's academic and language proficiency requirements. It is understood that quota restrictions and scheduling constraints may apply to all exchange students.

2. Both parties shall present on their websites the courses to be taught in English.
3. Each course at Xi'an Jiaotong-Liverpool University is worth 20 credits per semester, which is the equivalent of 600 hours of work, or 30 ECTS credits. A normal course load at Masaryk University consists of 30 ECTS credits per semester; one ECTS is the equivalent of 25 hours of work.
4. Credits received during the exchange may be transferred to the Home University in accordance with the appropriate regulations of the Home University.
5. The Host University will provide the Home University with an official transcript for each exchange student upon completion of the exchange.

IV. RECRUITMENT AND ADMISSIONS

1. Each Host University shall determine the minimum academic requirements for incoming students. All students must meet the minimum requirements for English or local-language proficiency. Exchange students shall be selected by their Home University.
2. The deadlines for sending in completed applications for eligible candidates to Xi'an Jiaotong-Liverpool university shall be May 1 for first-term/Fall Semester admission and Nov 30 for second term/Spring Semester.
The deadlines for sending in completed applications of eligible candidates to Masaryk University shall be May 15 for the Autumn Semester and October 15 for the Spring Semester.
3. The Host University will inform the Home University of final admission decisions within two months of the application deadline.

V. TUITION FEES

Provided they have paid the tuition fees to their Home University in accordance with the policies of that university, exchange students shall be granted a full tuition fee waiver and shall not be required to pay examination fees, matriculation fees or tuition fees to their Host University. All other costs including but not limited to meals, lodging, travel, required health and safety insurance, books, personal spending, incidental university fees, and, if any, language course tuition, will be paid by the exchange students.

VI. HOUSING, VISA

1. Both parties shall do their best to provide (on campus) accommodation for exchange students. However, housing is not guaranteed. Students are responsible for the cost of their accommodation.
2. If a visa and/or residence permit is required, the Host University shall assist the student in obtaining this. Students are required to follow the instructions/directives given by the Host University.

VII. STUDENTS RIGHTS AND RESPONSIBILITIES

1. Exchange students shall enjoy all the rights and privileges enjoyed by other students at the Host University.
2. Exchange students shall be subject to the rules and regulations of the Host University. The Host University has the right to terminate the exchange period of exchange students who perform substantially below the standard set by the regulations of the Host University.
3. All travel costs, visa expenses and other expenses relating to the exchange, housing arrangements and living expenses shall be the individual responsibility of the exchange student. The student shall also be responsible for study material expenses, such as the cost of textbooks, field trips (if any) and other optional course charges.

4. The parties shall inform incoming students about appropriate health, accident, third party liability, travel and, if applicable, personal liability insurance cover as required by the Host University or the host country. Any medical expenses that exceed the cover provided by such insurance shall be borne by the exchange student.
5. Students from non-EU countries are required to apply for a student visa and be in possession of a visa at the time of entering the Czech Republic. All students coming with a visa are required to purchase a health travel insurance plan which complies with Czech Republic visa requirements. Students will receive further details on the health travel insurance after acceptance to MU

VIII. LIAISON COORDINATOR

Each party shall nominate a Liaison coordinator who shall act as the contact person for all matters concerning this agreement.

IX. STUDENT SUPPORT

Each party shall ensure the nomination of tutors/supervisors for the students.

X. FINANCES

Each party shall bear its own costs and expenses.

XI. START, DURATION AND TERMINATION

1. It is understood that this agreement shall come into force on the day of the second signature and shall continue in force for 3 years or until terminated by either party in accordance with clause 11.3.
2. This agreement may be revised or amended by mutual written consent.
3. Any party may terminate this agreement, giving at least six months written notice to the other party.
4. Following delivery of the notice of termination, no new intake of students shall be made, and the parties shall take reasonable steps to correct imbalances in the numbers of exchange students between the parties.

XII. DISPUTE RESOLUTION AND APPLICABLE LAW

1. Any dispute arising from this agreement shall be referred for resolution in the first instance to the liaison officers referred to in clause 8.
2. If they are unable to resolve the matter within sixty days of referral, the dispute shall be referred to the Rector of Masaryk University and the Dean of International, XJTLU.
3. If the dispute has not been settled within sixty days of referral to the Rectors, or within such other period as the parties may agree upon in writing, the dispute shall be finally submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language to be used in the arbitration proceeding shall be English.

According to the Act no. 340/2015 on the Contract Repository, MU is obliged to publish the text of the contract. The contract shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted.

This Agreement has been made in 2 (two) identical copies valid as originals of which each party will receive 1 (one).

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first above written.

For Masaryk University
Brno, Czech Republic
Date 28.1.2019

For Xi'an Jiaotong-Liverpool university
Suzhou, China
Date 5.3.2019

.....
Masarykova univerzita
Mikuláš Bek
Rector

.....
Xi'an Jiaotong-Liverpool University
XXXXXXXXXX
XXXXXXXXXX