

**Student Exchange Agreement**  
between  
the University of St. Thomas  
and  
Charles University

This Agreement is entered by and between

**the University of St. Thomas** (UST) located at 2115 Summit Avenue, St. Paul, Minnesota, USA, 55105, represented by its Executive Vice President and Provost, Richard Plumb, Ph.D.

and

**Charles University** (CU) located at Ovocný trh 560/5, 116 36 Prague 1, Czech Republic, VAT No.: CZ00216208, ID No.: 00216208, represented by its Rector, Professor Tomáš Zima, MD., DSc.

UST and CU agree to establish a reciprocal student exchange program for the educational and cultural enrichment of both universities under the following terms:

**1. DURATION OF STUDENT EXCHANGES**

Each institution agrees to exchange individual students for a semester or an academic year.

**2. BALANCE IN STUDENT NUMBERS**

Each year during the term of this agreement, each university may send undergraduate and graduate students (including doctoral students) to be enrolled at the other university. The actual number of students will be set by mutual agreement. Parity in numbers of exchange students is required over the term of this agreement. However, each party should be prepared to consider a disparity in any given semester or year during the term of the agreement, but imbalances over one (1) student per year are not guaranteed. Any imbalances shall be resolved by the end of the period of agreement as set forth in paragraph 15 below.

**3. TUITION**

Students participating in this exchange shall be exempt from paying to the host institution

any tuition and regular academic fees, which normally apply to all students. However, they shall pay whatever fees are required of them by their home institution in order to participate in the program, as well as any special fees that may apply to them at the host institution. Information regarding such special fees must be provided by the host institution in advance.

#### **4. OPTIONAL FINANCIAL ASSISTANCE**

There is no expectation or obligation for the host institution to provide financial assistance to incoming students. However, if the host institution wishes to provide financial assistance (for example a grant, stipend or scholarship) to a student, the host institution must notify the home institution in writing of the source and amount of such funding.

#### **5. OTHER EXPENSES**

Each university shall make a reasonable effort to assist students participating under the terms of this agreement in finding suitable accommodation. The payment of such housing together with the payment for all travel, medical insurance, medical costs not covered by insurance, books and other educational materials, and food and subsistence costs shall be the responsibility of the individual students participating in the program and neither university shall be held liable for such charges. Students must also provide any financial documentation required by the host university for visa purposes. The host institution will provide the necessary forms; however, obtaining and maintaining appropriate immigration status is the responsibility of the student.

#### **6. ELIGIBILITY**

Participating students will be selected by their home institution based on the following criteria, although there may be exceptions in appropriate cases. The students should:

- a. be citizens or permanent residents of the country of their home university, or hold a valid temporary visa for that country;
- b. have completed at least one year of full-time study at the home institution;
- c. have good to excellent academic performance records (the equivalent of 2.5 GPA in the American system or Velmi dobrý/2 in the Czech System); and
- d. meet all specific requirements set down by the home university and host university, including language proficiency as specified by the host institution. CU requires a certificate equivalent to the B2 level of the Common European Framework of Reference for Languages (does not apply for native speakers). UST requires one of the following: Any certificate matching the level B2 of the Common European Framework of References for Languages, TOEFL of 80, IELTS of 6.5, or native language is English.

#### **7. SELECTION**

Participating students seeking admission to the host university under the terms of this agreement shall meet the admissions requirements of the host university. Each university will send to the other the applications for exchange by April 1<sup>st</sup> for autumn semester and September 30<sup>th</sup> for spring semester. Each university reserves the right to reject candidates, in which case, further candidates may be proposed. The exact program of study will be determined by the student with the mutual approval of his or her supervisors or academic advisers at the home institution and the host institution.

#### **8. ACADEMIC STATUS**

The exchange students may apply to any academic program offered at the host institution, but the host institution reserves the right to exclude students from restricted enrollment programs. All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. Credits toward the students' degrees are to be awarded by the home institution.

#### **9. EVALUATION**

The cooperating institutions will provide each other with a transcript (or its equivalent) as soon as practical after the students' completion of the exchange.

#### **10. RIGHTS & RESPONSIBILITIES**

Students participating under the terms of this agreement shall be subject to the rules, regulations, and codes of conduct of the host institution. The host institution shall have the right to terminate the exchange program with respect to any student who violates the host university's policies or rules.

Exchange students will have the rights and privileges enjoyed by other students on the host campus. In addition, neither institution may discriminate against a student based on race, color, religion, sex, disability, national origin, age, or veteran's status.

#### **11. ORIENTATION**

Students participating under the terms of this exchange agreement shall be entitled to participate in any introductory courses or programs that may customarily be arranged for international students at the host institution.

#### **12. INSURANCE**

Students will be required to obtain 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. CU students studying at UST will be required to provide proof of insurance upon arrival.

### **13. INDEPENDENT CONTRACTORS**

The relationship of the parties to this agreement is that of independent contractors.

### **14. MODIFICATION**

This agreement may be modified at any time in writing signed by both parties.

### **15. TERM OF CONTRACT**

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.

### **16. CONFIDENTIALITY**

The parties agree that personally identifiable information such as social security numbers and education records of the students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable laws.

### **17. ASSIGNMENT**

Neither party may assign any of its rights or delegate its duties under this agreement without the written consent of the other party.

### **18. FORCE MAJEURE**

In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

#### **19. 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 the State of Minnesota, USA, if the University of St. Thomas is the defendant.

#### **20. PERSONAL DATA PROTECTION**

Each Institution shall ensure that all Student records and personal data relating to Students are held securely and confidentially and to further ensure that no data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the programs and as required by legislation. Further, both Institutions acknowledge that personal data relating to participating Students supplied by their Home Institution is to be processed by the Host Institution only in accordance with applicable legislation and otherwise on the express instructions of the Home Institution and agree that they will take appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

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.

#### **21. REQUIRED REPORTING OF DEATHS AND HOSPITALIZATION OF EXCHANGE AND STUDY ABROAD STUDENTS**

To assure compliance with Minnesota Statutes 2015, section 5.41, ACU agrees, within the limitation of the applicable privacy legislation noted in Clause 12.5 and Clause 13 of this agreement, to immediately notify St. Thomas of:

- (a) any deaths of Exchange and Study Abroad Students that occur during and as a result of participation in the Student Exchange and Study Abroad programs; and
- (b) any accidents and illnesses requiring hospitalization of Exchange and Study Abroad Students that occurred during and resulted from participation in the Student Exchange and Study Abroad programs.

**21. COUNTERPARTS**

This Agreement is drawn up in two originals in English; each party will receive one original.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement on the date(s) indicated below:

University of St. Thomas

Charles University

\_\_\_\_\_  
Richard Plumb, Ph.D.  
Executive Vice President and Provost

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Professor Tomáš Zima, MD., DSc.  
Rector

Date:

Date: