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STUDENT EXCHANGE AGREEMENT BETWEEN THE UNIVERSITY OF OTAGO, DUNEDIN, NEW ZEALAND AND CHARLES UNIVERSITY, PRAGUE, CZECH REPUBLIC

This Student Exchange Agreement is an Annex to the Memorandum of Understanding between the University of Otago (362 Leith Street, North Dunedin, Dunedin 9016, New Zealand) and Charles University (Ovocný trh 560/5, 116 36 Prague, Czech Republic, VAT No: CZ-00216208, ID No: 00216208) dated _____ .

Introduction

The purpose of this Agreement is to further mutual understanding between the University of Otago and Charles University to enhance each institution's teaching, learning, and internationalisation objectives. The University of Otago and Charles University agree to institute this exchange programme under the following terms:

1. Duration of the Exchange

The duration of the exchange for a student will be either for one (1) academic year or for one (1) semester, or for a period agreed upon by both Institutions.

2. Number of Participants and Reciprocity

The University of Otago and Charles University will exchange up to four (4) semester places annually. Alternatively, either institution can send two (2) students for a full year, or four students for one semester each, or a combination that equates to four (4) semester places. The parties may by mutual consent increase the number of participating students or arrange that more students participate but for a shorter period of time.

3. Exchange Balance

- a) Both institutions will review the programme annually for any imbalances in the number of exchange students, and will adjust the number of students appropriately throughout the duration of the Agreement, so as to endeavour to achieve parity before this Agreement expires.
- b) All exchange students commencing study at each institution during the period of this Agreement will be counted in the overall balance of the Agreement period.

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- c) If there is an imbalance in the exchange when the Agreement expires, the imbalance will carry over to any subsequent Exchange Agreement period.
- d) If imbalances are not permitted to be carried over to the next Agreement period, then balance should be achieved by the expiry date of this Agreement.

4. Selection of Participants, and Admission

- a) The home institution will screen and select applicants from its institution for the exchange according to its own criteria. The host institution will reserve the right to make final judgement on the admissibility of each student nominated for the exchange.
- b) The host university will notify the home university in advance of the date by which applications for the exchange must be received by the host university in order to be considered for the enrolment in the next academic year.
- c) The exchange student must satisfy all admission requirements of the host institution, including language proficiency requirements. All exchange students must provide evidence of a satisfactory level of language proficiency (English-Host Institution Language). The University of Otago and Charles University will select students with an appropriate language proficiency to undertake the programmes.
- d) Students participating in this programme will continue as candidates for the degree of their home institution. Transfer of credit for work undertaken will be subject to the discretion of the home institution.
- e) Students participating in the exchange programme are not eligible to enrol in a qualification (degrees, diplomas or certificates) at the host institution. Likewise, a student on exchange is also not eligible to receive (have conferred or awarded) a qualification from the host institution.
- f) The exchange student will enjoy the same rights and privileges, and be subject to the same rules and regulations as the students of the host institution.
- g) Each institution reserves the right to require candidates to complete the standard admission documents and to provide the results of any required entrance examinations. Full information should be provided on the courses that participants have taken at their home institution.
- h) Each host institution will issue the appropriate documents for visa purposes in accordance with current laws. It is the responsibility of the individual student to satisfy all immigration requirements of the host country and to obtain a visa.

5. Financial

- a) All exchange students shall continue to pay tuition fees to their home institution. No exchange student will be charged tuition fees by the host institution.

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- b) The exchange student will not pay miscellaneous costs or sundry fees such as student service fees, welfare and recreation fees and other fees to the host institution.
- c) All payment for travel, medical insurance, accommodation, food, books and supplies shall be the responsibility of the individual participant. Neither institution shall be held liable for such charges. The partner universities will ensure that this is expressly stated in writing to any student selected
- d) If requested, students selected for the programme shall satisfy the host institution that they have adequate funds for return transportation to the home institution and for additional living costs during their enrolment at the host institution apart from those costs already specified in this Agreement.
- e) Any incidental fees for services over and above those specified in this Agreement shall be met by the visiting student. These fees shall be no greater than those normally paid by students of the host institution.

6. Responsibilities

- a) Subject to the conditions outlined in paragraph 3(a), the University of Otago and Charles University agree to accept the prescribed number of exchange students and to enrol them as full-time non-degree students for a maximum period of one academic year.
- b) Each university agrees to accept each other's length of academic year, teaching methods and examinations as equivalent to their own.
- c) At the conclusion of the exchange, the University of Otago and Charles University agree to provide an official transcript on the achievements of the exchange student. Where the student's consent is required before a transcript can be released, such consent will be sought by the host university at the time of enrolment.
- d) The University of Otago and Charles University agree to assist each exchange student by:
 - providing pre-departure material, and post-arrival orientation,
 - providing the necessary documents and information to enable the exchange student to obtain the correct permit/visa,
 - providing arrival assistance, if required,
 - providing student support and advisory services
 - helping to find appropriate accommodation, if required. Where accommodation is owned by the host university it shall be supplied to exchange students at no greater cost than if they were home students.

7. Other

- a) All exchange students will be required to have full medical and personal liability insurance coverage for the duration of their stay in the host country. The host university will provide adequate information on any mandatory insurance schemes. Students

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studying at the University of Otago are required to take out the designated international student insurance policy. This is currently Studentsafe Inbound University.

- b) The exchange student shall be entitled to the use of the host institution's facilities on the same basis as students of the host institution.
- c) Dependants are permitted to accompany the exchange student. However, all issues relating to airfares, visas/permits, accommodation, and other matters regarding the student's dependant(s) shall become the entire responsibility of the exchange student.
- d) Each of the Parties will ensure that it has designated members of staff who shall have responsibility for advising students participating in the exchange on academic and welfare matters.

8. Term of Contract

This agreement 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.

9. Force Majeure

- a) Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, but not limited to, acts or omissions or the failure to cooperate by any third party, fire, epidemic or other casualty, act of God, strike, war, or any law or governmental agency requirement and which is not attributable to any act or failure to take such preventive action as is practicable by the party concerned but shall not include any industrial action occurring within either party's organisation.
- b) In the event of Force Majeure causing cessation of an exchange/s, the parties agree to work together to ensure impact to affected students is kept to a minimum, and may agree to suspend exchange activity under this Agreement until business-as-usual activity has resumed.
- c) Where business-as-usual has not resumed after twelve months, the parties may terminate this Agreement by mutual consent. In this case the termination will have effect after the parties have addressed any exchange imbalance and/or student issues that may exist at the time of termination.

10. Anti-Discrimination Legislation

Where the partner universities are subject to Anti-Discrimination Legislation as defined by their national governments both Parties agree to assist and cooperate with the other

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to enable each partner institution to comply with its duties in these respects and in meeting any requirements.

11. Data Protection

Where the partner universities are subject to Data Protection Legislation as defined by their national governments both Parties agree to assist and cooperate with the other to enable each partner institution to comply with its duties in these respects and in meeting any requirements.

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.

12. Rights and Remedies

The rights and remedies provided by this Agreement are cumulative and unless otherwise provided in this Agreement are not exclusive of any rights or remedies provided by law or in this Agreement.

13. Rights of Third Parties

For the purpose of clarity, students of either the University of Otago or Charles University are not deemed parties to this Agreement.

14. 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.

This Agreement shall be governed by and constructed in accordance with the laws of countries of both parties. In the event of an issue arising, the legal jurisdiction shall be determined by the location of the issue or event as agreed by both parties.

15. Renewal, Termination and Amendment

- a) For conditions of the exchange not covered by this Agreement, or for problems that arise during the course of the Exchange Agreement, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
- b) Amendments to this Agreement may be made at any time, by correspondence, and only when agreed upon by both parties. Any amendments shall be added to the terms as addenda.

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- c) Either institution may terminate this Agreement by giving notice in writing to the other institution of no less than six (6) months. On termination other than on grounds of Force Majeure either partner university will ensure that any student who may have commenced at either institution before the date of termination may complete their courses of study within the normal prescribed period to the extent that this is practicable and reasonable.
- d) Either party may withdraw from it without delay in case of a substantial breach of any of its provisions. The withdrawal is valid since the day of delivery to the second party.
- e) The institutions shall confer concerning the renewal of this Agreement six (6) months prior to its expiration.

16. Agreement Period

This Agreement will commence on _____ and will expire on _____ subject to revision or modification by mutual agreement.

Signed for, and on behalf of,
The University of Otago

Signed for, and on behalf of,
Charles University

Professor Harlene Hayne
Vice-Chancellor

Professor Tomáš Zima
Rector

On this date _____

On this date _____