**STUDY ABROAD AGREEMENT**

Between

**ESME Sudria**

A private higher education institution recognized by the French government

Headquartered at 38, rue Molière, 94200 Ivry sur Seine

Represented by its Directeur General Véronique BONNET

Hereinafter referred to as "ESME", on the one hand,

And

**CVUT FIT & FEL**

Czech Technical University in Prague, Faculty of Information Technology,

having its registered office at Thákurova 9, 160 00 Praha 6, Czech Republic,

Id. No. 68407700

Represented by dean Assoc. Prof. Marcel Jiřina

&

Czech Technical University in Prague, Faculty of Electrical Engineering,

having its registered office at Technicka 2, 160 00 Praha 6, Czech Republic

Represented by dean Prof. Petr Páta, Ph.D.

Hereinafter referred to as “CVUT FIT and CVUT FEL”, on the other hand

Hereinafter collectively referred to as "the Parties."

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THE FOLLOWING HAS BEEN AGREED:

**ARTICLE 1**

**Purpose**

The purpose of this Agreement is to establish the terms for the tailor-made study abroad Programme in the field Engineering Science (hereinafter referred to as "the Programme").

The Parties agree that the Programme shall not entitle students to obtain a degree issued by the host institution.

This agreement consists of one appendix detailing the courses included in this programme as well as related costs. In the case of any change or update to this appendix, the other party must be notified as quickly as possible.

In this agreement the “Home university” is ESME Sudria. The “Host institution” includes both the Faculty of Information Technology (FIT) and the Faculty of Electrical Engineering (FEL).

**ARTICLE 2**

**Coordination**

The administrative and overall coordination of the Programme shall be provided as follows:

* for ESME, the International Office.
* for CVUT, “the International Office”

The academic coordination of the Programme shall be provided as follows:

* for ESME, the International Office.
* for CVUT, FIT and FEL

In the case of any change of coordinating unit, the other party must be notified as quickly as possible.

**ARTICLE 3**

**Programme Terms**

* 1. **NUMBER OF STUDENTS**

CVUT FIT will be able to host a maximum of 12 students for one semester of mobility.

CVUT FEL will be able to host a maximum of 20 students for one semester of mobility.

* 1. **STUDENT PROFILE**

To participate in the Programme, students must have successfully passed the following:

* Minimum English level allowing them to follow courses taught in English in this Programme: IELTS B2;
* Minimum academic level allowing them to follow courses taught in the Programme.
  1. **SELECTION OF CANDIDATES FOR MOBILITY**

It is the responsibility of the home institution to pre-select students wishing to participate in the Programme based on the following criteria: student's academic level, relevance of the student's study project in light of the partner's educational offering, and minimum language level required.

Students applying for mobility must comply with the procedures and application dates communicated by host institution.

The host institution will conduct the definitive selection of students by evaluating the application files based on these criteria and will send the list of selected students to the home institution.

CVUT will accept as a proof of English level a letter from the ESME Department of Languages stating their level based on a In-House IELTS test taken at ESME prior to their mobility.

* 1. **CALENDAR**

The study period at the partner institution corresponds to one semester of study.

Students participating in the Programme must comply with the semester start and end dates stipulated in the host institution's university calendar. The semester start and end dates are communicated to ESME and to the students on an annual basis.

* 1. **COURSE VALIDATION**

The courses followed by students in this Programme are detailed in Appendix 1 to this agreement.

This agreement must be signed prior to the beginning of the mobility period and may be modified up to one month at the latest after the beginning of the courses by agreement among the three parties.

The study period will take place under the supervision of the host institution, and the student will be required to take such examinations or other assessments required in accordance with the rules of said institution.

At the end of the mobility period, the host institution must submit to the home institution a transcript of the grades issued to the student within five weeks following the publication of the results. The validation of the student's university curriculum will be the responsibility of the home institution.

* 1. **WELCOME OF STUDENTS AT HOST INSTITUTION**

The Host institution undertakes to provide the following to ESME Sudria students:

* assistance in obtaining a student visa;
* assistance with the completion of administrative procedures;
* assistance in finding accommodation (at the university dormitory or at the hostel);
* assistance in finding the required accommodation in the event of the national self-isolation requirement;
* the Faculty involved in provision of Study programmes referred in Appendix 1 will appoint a tutor to support the group of ESME Sudria students;
* educational advice and guidance;
  1. **REGISTRATION AND COURSE FEES**

Students participating in the Programme will be required to pay registration fees to their home institution. Specific charges however apply and are as follows:

The costs for a semester enrolled in this Programme is detailed in the appendix to this agreement. ESME Sudria will pay directly the due balance to the host institution. Funds that cover the costs of the Programme are to be paid no later than one month before the start of the respective semester.

Students participating in the Programme will be responsible for all costs related to their mobility, including:

- their accommodation, meals and travel expenses;

- their health insurance coverage, and medical expenses not covered by health insurance;

- their books, clothes and personal expenses;

- the cost of their passport and visa;

- the cost of transport;

- any other expenses incurred during the mobility period.

* 1. **INSURANCE COVERAGE**

Students must comply with the regulations in force in the country where the host institution is located.

* 1. **PROGRAMME ASSESSMENT**

At the end of the Programme's validity period, a general assessment will be prepared prior to the possible renewal of this agreement for implementation.

**ARTICLE 4**

**Resolution of disputes, validity, renewal, termination and amendments**

**4.1 CONFLICT RESOLUTION**

Any conflict about this agreement, regarding its interpretation, its non-validity, its execution, its termination, the addition of complementary elements or its adaptation to new conditions will be resolved by mutual agreement.

The Agreement shall be governed and interpreted in accordance with the provisions of the laws of European Union.

Any dispute, controversy or difference as to the interpretation of this Agreement shall be settled amicably by mutual consent between the Parties.

Such consultation shall begin immediately after one Party has delivered to the other Party a written request for such consultation stating specifically the nature of dispute, controversy or claim. If within 30 days following the date on which such notice is given the dispute cannot be resolved, the dispute shall be exclusively and finally settled by arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC Rules). The Court of Arbitration shall consist of three Arbitrators. The decision of the Court of Arbitration shall be final and binding upon the Parties. The venue of arbitration shall be Berlin.

**4.2 VALIDITY AND RENEWAL**

This Agreement shall enter into force after its signature by the last of the Parties. It shall be valid for 5 years.

The expiration of this Agreement shall have no impact on the full completion of the cooperation actions entered during its term of validity.

After the expiration of the agreement and the final evaluation of the cooperation activities, a new agreement may be established and subjected to the approval procedures in force.

**4.3 TERMINATION**

This Agreement may be terminated by any of the Parties with six (6) months' advance written notice. However, no termination may take place prior to the end of the academic year or prior to the conclusion of the cooperation activities underway.

**4.5 REGISTRATION**

The Parties agree to publish the Agreement in the public register created by Act No. 340/2015 Coll. The publication shall be administered by CTU FIT. The Parties declare that there is nothing in this Agreement or in its metadata that should be excluded from the publication.

**4.6 AMENDMENTS**

Any amendments made to this Agreement or its appendix by mutual consent and established in the form of an amendment hereto shall be subjected to an approval procedure identical to that implemented for the establishment of this Agreement.

**ARTICLE 5**

**Contract language and number of copies**

This Agreement is established in two (2) versions in English and contains an Appendix 1 document.

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| **For ESME Sudria**  Paris, on .... / .... / 2021 | **For CVUT FIT**  Prague, on .... / .... / 2021 | For CVUT FEL  Prague, on .... / .... / 2021 |
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| Véronique BONNET  Director General | Assoc. Prof. Marcel Jiřina, Ph.D.  Dean | Prof. Mgr. Petr Páta, Ph.D.  Dean |