



CHARLES
UNIVERSITY



Student Exchange Agreement
between
National Cheng Kung University
and
Charles University

This Student Exchange Agreement (hereinafter “Agreement”) is entered by and between:

National Cheng Kung University located at No.1, Daxue Road, Tainan City 701, Taiwan (R.O.C) (hereinafter as “NCKU”), represented by its President, Chair Professor Meng-Ru Shen, M.D., Ph.D.

and

Charles University located at Ovocný trh 560/5, 116 36 Prague 1, Czech Republic, VAT No.: CZ00216208, ID No.: 00216208 (hereinafter “CU”), represented by its Rector, Professor Milena Králíčková, M.D., Ph.D.

NCKU and CU (hereinafter jointly as “Parties” or “universities”, individually as “university”) agree to establish a reciprocal Student Exchange Program for the educational and cultural enrichment of both universities under the following terms:

Under this Agreement, "home university" means the institution in which a student is formally enrolled for study, and "host university" means the institution that has agreed to receive student(s) from the home institution for a period of study.

1. PURPOSE OF AGREEMENT

To accomplish the objectives of the Agreement, the Parties agree for their students to take a part in mobility exchange programs (hereinafter “Student Exchange Program”).

2. STUDENT EXCHANGES

In each academic year during the term of this Agreement, each university may send undergraduate, graduate (BA, MA) and postgraduate students (including Ph.D. students), to be enrolled at the host university.

Two students exchanging for one semester are equivalent to one student for an academic year. Each institution shall provide for a maximum of 2 places per semester, equivalent to

4 semester places per year for this Agreement. Each Student participating in the Student Exchange Program under the terms of this Agreement shall be enrolled at the host university for no more than one (1) academic year, unless agreed otherwise by the Parties in individual cases.

The Parties will consult annually to decide the number of students participating in the Student Exchange Program in the respective academic year, in order to ensure that a balance is achieved.

3. COSTS

Students participating in the Student Exchange Program shall be exempt from the obligation to pay to the host university any tuition and other related fees that the students of the host university are otherwise required to pay.

However, they shall pay whatever fees are required from them by their home university in order to participate in the Student Exchange Program, as well as any specific fees that may apply to them at the host university. The host university shall in advance provide information regarding such specific fees.

There is no expectation or obligation for the host university to provide financial assistance to incoming students.

Each university shall make reasonable effort to assist students participating in the Student Exchange Program under the terms of this Agreement in finding accommodation at student dormitory in case of student's interest. The payment of such housing costs together with all travel costs, health and personal liability insurance, books and other educational materials, food and subsistence costs shall be borne by the exchange student.

Students must also provide financial documentation required by the host university for the visa purposes. The host university will provide the necessary forms; however, obtaining and maintaining appropriate visa status is the responsibility of the exchange student.

4. GENERAL PROVISIONS

4.1 ELIGIBILITY

Exchange students should:

a) Meet all specific academic and language requirements at the host university, including language proficiency entry requirements for the relevant academic program the exchange student is applying to study in as specified by the host university.

CU requires a certificate equivalent to the B2 level of the Common European Framework of Reference for Languages of English (does not apply for native speakers), however a

higher level might be required for some programs.

b) Have successfully completed at least one academic year of full-time study at the home university.

4.2 SELECTION

Participating exchange students will be selected by their home university and shall meet the admissions requirements of the host university.

The host university will make a final decision as for the acceptance of exchange students from the home university.

Each university reserves the right to reject candidates, in which case additional candidates may be proposed.

The exact program of study will be determined by the student with mutual approval of the supervisors both at the home and at the host university.

4.3 EVALUATION

The cooperating universities will provide each student participating in the exchange program with an academic transcript or a certificate of grades as soon as practical after the completion of the exchange period.

5. RIGHTS & RESPONSIBILITIES

Exchange students will enjoy the same rights and privileges and will be subject to the same rules and regulations as the students of the host university. The host university shall have the right to terminate the Student Exchange Program with respect to any student who violates the host university's policies or rules.

5.1 ACADEMIC STATUS

Exchange students may apply to any academic program offered at the host university, but the host university reserves the right to exclude students from restricted enrollment programs.

All students will remain enrolled as regular degree candidates at the home university and will not be enrolled as candidates for degrees at the host university. Credits toward the students' degrees are to be awarded by the home university in accordance with its rules.

5.2 INSURANCE

Students will be required to provide proof of adequate health and personal liability insurance applying to life, health, and property claims including consequential financial

damages and damages caused during theoretical lessons or practical trainings or in direct connection therewith, effective for the duration of their exchange program, under terms to be specified by each host university, before traveling to the host university.

6. OTHER PROVISIONS

6.1 TERM OF CONTRACT

The Agreement shall enter into force on the day of the last signature and shall be valid for a period of five years. The Agreement is subject to review prior to renewal.

The Agreement shall become effective on the date of its publication in the Czech Contracts Register under the 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 Parties expressly stipulate that CU assumes responsibility for publication of this Agreement in the Contracts Register in line with the Contracts Register Act.

This Agreement may be terminated at any time by either party by giving the other Party six months prior written notice. The six months' notice period shall begin on the date of delivery of the termination notice to the other party. The termination or expiry of this Agreement shall allow for any participating exchange students who have commenced their program of study at either university at the date of the termination or expiry to complete their approved course of study.

6.2 MODIFICATION

This Agreement may only be modified by means of numbered written amendments signed by both Parties.

6.3 ASSIGNMENT

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

6.4 FORCE MAJEURE

Neither Party will be liable to the other party for the consequences of any delays or failures in performing its obligations under the Agreement, when such failures or delays are caused by an event beyond the first party's reasonable control, including, but not limited to, fire, floods or other natural disasters, pandemics, global accidents, acts of war or terrorism, strikes and riots or any other cause, which is beyond the control of that party (Force Majeure).

7. DISPUTE RESOLUTION

If any dispute arises in connection with the Exchange Program and/or this Agreement, representatives of the parties with authority to settle the dispute will, within 30 days of a written request from one Party to the other, work together in good faith to resolve the dispute. If the dispute is not resolved at that time, the dispute will be escalated to the Vice-Chancellor, President or equivalent of the Parties for resolution. The Parties will not resolve legal disputes using arbitration.

If an amicable solution has not been reached, the disputes 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 Tainan, Taiwan, if National Cheng Kung University is the defendant.

8. DATA PROTECTION

The parties agree to comply with all applicable legal provisions regarding personal data protection.

In this respect, both institutions agree to:

- a) Have written procedures available for the processing of personal data that must be updated on a continuous basis. In accordance with these instructions, the persons who process or have access to personal data shall be subjected to a duty of confidentiality and shall be instructed in the processing of such data.
- b) Take appropriate and organizational measures to protect personal data.
- c) Use personal data to the extent strictly necessary and proportionate and solely for the purposes of the Exchange Program. In accordance with that, both parties shall obtain from subjects providing the data their express consent to processing them.
- d) Not disclose nor transfer any personal data to a third party.
- e) Not retain personal data for any longer than necessary for the purpose of this agreement and the time strictly necessary for their secure deletion.
- f) Personal data exchanged between Parties is processed on the basis of the explicit consent of the data subject.

Personal data processing at Charles University is regulated in accordance with EU Regulation 2016/679 of the European Parliament.

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 permitted by the applicable laws.

9. RESPONSIBLE DEPARTMENTS

At CU the management of the Exchange Program will be the responsibility of the Coordinator of the International Relations Office of Rectorate and at NCKU it will be responsibility of the Division of Study Abroad, Office of International Affairs.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and supersedes all prior discussions, agreements, and understandings, whether verbal or in writing.

11. COUNTERPARTS

This Agreement is executed in two counterparts, in English, each of which shall be deemed an original; 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:

National Cheng Kung University

Charles University

Chair Professor Meng-Ru Shen, M.D., Ph.D.
President

Prof. Milena Králíčková, M.D., Ph.D.
Rector

Date

Date