

# STUDENT EXCHANGE AGREEMENT

BETWEEN

**Faculty of Social Studies, Masaryk University**

Address Joštova 10, Brno, 60200, Czech Republic Represented by Stanislav Balík, Dean  
*hereinafter referred to as FSS*

AND

**Universidad Peruana de Ciencias Aplicadas S.A.C.**

Registered at Av. Alonso de Molina 1611, Santiago de Surco, Lima, Peru.  
Represented by Milagros Morgan Rozas, Rector, and Gustavo Guerrero Vásquez, Vice-rector of  
Planning and Development  
*hereinafter referred to as UPC*

*hereinafter jointly referred to as "both parties"*

IT IS HEREBY AGREED AS FOLLOWS:

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## **I. NUMBER OF EXCHANGE STUDENTS**

1. Each year, both parties shall nominate a maximum of 2 full-time equivalent students at the undergraduate level for the partner university. Any variance in the number of exchange students each year may be negotiated and agreed upon by both parties before recruiting students.
2. The exchange is open to students from all fields of social sciences. UPC students will be accepted by the Faculty of Social Studies.
3. Both parties shall strive to ensure that the number of students exchanged by each party shall be equal each year. To determine this balance in the number of students exchanged, two exchange students participating in one academic semester shall be equivalent to one exchange student participating in one academic year.

## **II. DURATION OF EXCHANGE**

The exchange period shall be one academic semester or one academic year. For UPC, the first semester runs from March until July and the second semester from August until December. 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 in all courses for which they meet the Host University's academic and language proficiency requirements. In the case of Masaryk University, it applies to the courses offered by the Faculty of Social Studies. 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 or Spanish (other language).
3. Each course at UPC is worth 3 to 4 credits, equivalent to approximately 75 to 100 hours of work, or 4.5 to 6 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 Home University's appropriate regulations.
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 UPC shall be the fourth week of June for first-term/Fall Semester admission and the fourth week of October 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. The exchange students will pay 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.

### **VI. HOUSING, VISA**

1. Both parties shall do their best to provide information about accommodation possibilities for exchange students. 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 exchange student's individual responsibility. 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. The exchange student shall bear any medical expenses that exceed the cover provided by such insurance.
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 with a visa obligation must purchase a health travel insurance plan that 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 date of the last signature and shall continue in force for 5 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 number of exchange students between the parties.

## **XII. ETHICAL COMMITMENT OF THE PARTIES**

The Parties agree to comply with their respective internal regulations regarding ethical conduct and the rejection of any form of bribery or corruption, in accordance with the applicable laws of their jurisdiction. In the case of UPC, we commit to complying with our Code of Conduct and Ethics, as well as with other policies available at the following link: <https://www.laureate.net/ethics-and-compliance/>. UPC also informs the Institution of its Anti-Bribery Management System, the conditions of which can be found at the following link: <https://sica.upc.edu.pe/categoria/normalizacion/lp-po-gl-0003-politica-anticorrupcion-y-antisoborno>

Masaryk University commits to complying with its regulations available at the following link: <https://www.muni.cz/en/about-us/official-notice-board/mu-code-of-ethics>

If Masaryk University becomes aware of any situation in breach of this clause, it may report such matter through UPC's whistleblowing channels:

- Ethics Line: <https://secure.ethicspoint.com/domain/media/en/gui/45949/index.html>
- Email: [eticaperu@laureate.pe](mailto:eticaperu@laureate.pe)

Non-compliance with this clause may be grounds for termination of this agreement, by means of a simple notification to the other Party.

### **XIII. ON THE TRANSFER AND/OR COMMISSIONED PROCESSING OF PERSONAL DATA**

The parties acknowledge that UPC and Masaryk University are the Data Controller and shall also act as the Data Processor for the purposes of this clause, and shall hereinafter be referred to as the "RECIPIENT." Masaryk University, when processing personal data, shall comply with the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).

1. The parties consider it necessary to establish, through this clause, the terms regarding the transfer of personal data between them, in accordance with Supreme Decree No. 016-2024-JUS, Regulation of the Personal Data Protection Law and with respect to Masaryk University, the General Data Protection Regulation (Regulation (EU) 2016/679).
2. Both parties agree to comply with the following rules regarding the transfer and subsequent processing of personal data:
  - a. The data controller, acting as either (i) the transferring party or (ii) the party commissioning the processing, shall obtain the prior, express, unequivocal, and informed consent of the data subjects whose personal data is transferred, or, where applicable, shall declare that such consent is not required as per the exceptions allowed under the applicable data protection regulations. UPC shall assume responsibility toward the RECIPIENT for noncompliance with this provision.
  - b. The RECIPIENT, whether acting as recipient or data processor, agrees to process the personal data solely for the purposes authorized by the data controller and under the terms defined by the controller or sender. Processing beyond these purposes is prohibited unless prior consent has been obtained or is allowed under applicable law, especially data protection regulations.
  - c. The parties agree to develop, maintain, and monitor information security tools containing technical, organizational, and legal safeguards necessary to protect personal data against threats, security incidents, or risks to its confidentiality, integrity, or availability.
  - d. The parties shall not disclose or transfer personal data to third parties without the prior authorization of the data controller.
  - e. The parties agree to notify the data controller or the sender as soon as possible upon receiving: (i) any request from a data subject related to personal data processing, including but not limited to requests for access, information, updates, rectification, cancellation, deletion, objection, revocation, or any similar request, which shall not be responded to unless authorized by the data controller or sender; (ii) any complaint concerning

personal data processing, including allegations of rights violations; or (iii) any order, demand, or request requiring disclosure of personal data under applicable law. The RECIPIENT shall cooperate with the data controller or sender in addressing such events or any similar situations.

f. The parties agree to cease all processing of personal data and to return or destroy such data as soon as possible upon termination of this agreement or upon express request by the data controller or sender.

g. The parties agree to ensure that personnel involved in the processing of personal data handle the information confidentially and comply with the established security measures.

h. The parties shall maintain appropriate access controls to ensure that access to personal data is limited to authorized personnel. Access control shall include user authentication, assignment and verification of access privileges, and logging user interaction with the data, particularly regarding access, exit, and key actions within the system hosting the databases.

i. Transfers or storage of personal data outside the facilities must be executed with adequate security measures to prevent unauthorized access, loss, or corruption. For electronic sharing, encryption may be used.

j. The parties agree to ensure that physical storage of unsystematized documentation is subject to restricted access control, keeping storage areas locked when not in use.

k. The parties shall monitor and destroy any copies or reproductions of personal data to prevent unauthorized access or recovery.

l. The RECIPIENT shall permit audits by the data controller or designated representative, facilitating access to facilities and information related to personal data processing and requiring cooperation from involved personnel.

m. The parties shall notify the data controller or sender immediately upon discovering or suspecting a security incident or any other breach of applicable law or this agreement involving the processing of personal data. The RECIPIENT shall cooperate in investigating, mitigating, and resolving the incident.

n. If required by the data controller or sender, the RECIPIENT shall collect consent from data subjects in favor of the controller and maintain records of such acceptance throughout the term of this agreement.

3. The RECIPIENT shall:

a) Not disclose or use any personal data shared by UPC except as necessary to fulfill the purposes established under this agreement.

b) Implement and require subcontractors, employees, and agents to maintain technical, administrative, and security measures necessary to protect personal data against unauthorized access, alteration, loss, or misuse.

c) Process personal data in accordance with UPC's Data Processing Policies and in full compliance with the principles established by the data protection regulations.

d) Maintain confidentiality in the processing of personal data.

e) Guarantee the full exercise of habeas data rights at all times.

f) Not disclose personal data to any third party without prior written consent from UPC.

g) Refrain from processing personal data that has been challenged or blocked by competent authorities.

h) Use personal data only for the purposes set forth in this agreement.

i) Not assign a different purpose to the data unless prior written consent is obtained.

- j) Timely inform data subjects about the transmission conditions.
- k) Ensure data subjects can exercise their rights under data protection laws.
- l) Retain evidence of communication with the data subjects.
- m) Inform data subjects of the collection purpose and their rights.
- n) Maintain appropriate security to avoid data breaches.
- o) Securely store all personal data.
- p) Fulfill all other obligations under applicable data protection regulations.

4. The CONTROLLER shall:

- a) Ensure the personal data shared is accurate, complete, updated, and understandable.
- b) Keep personal data updated.
- c) Rectify and communicate errors to the RECIPIENT.
- d) Share only data with prior authorization.
- e) Fulfill all other applicable obligations.

- 5. If either party allows access to a third party, it must ensure compliance with the obligations set forth in this agreement.
- 6. Both parties agree to maintain strict confidentiality over personal data received and its intended use.
- 7. The parties agree to implement mechanisms for ARCO rights (access, rectification, cancellation, opposition, and portability), and where relevant, inform the data controller within 24 hours and provide necessary assistance.
- 8. The parties shall promote technical, legal, and organizational safeguards to prevent leaks, loss, theft, or unauthorized use, including but not limited to:
  - o Access and privilege management procedures
  - o Confidentiality agreements
  - o Backup procedures
  - o Password protections
  - o Regular audits
  - o Data handling and deletion policies
  - o Encryption tools
  - o Improvement and mitigation plans
  - o Antivirus/malware protection
- 9. This agreement shall remain in force indefinitely until either party decides to terminate it with no less than fifteen (15) calendar days' notice.
- 10. This data processing agreement shall govern all activities, regardless of timing or means of execution.
- 11. Any party that misuses the personal data or assigns a different purpose than agreed shall be liable under applicable data protection law and must repair any resulting damage, including regulatory fines or penalties.
- 12. In the event of a breach of ethical principles by either party, the other party is entitled to terminate this agreement with immediate effect.

#### **XIV. 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 Rector of UPC.
- 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

For Universidad Peruana de Ciencias Aplicadas  
S.A.C. Lima, Peru

Date \_\_\_\_\_

Date December 10, 2025

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**Faculty of Social Studies**

Stanislav Balík  
Dean

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Milagros Morgan Rozas

Rector

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Gustavo Guerrero Vásquez

Vice-rector of Planning and Development

**APPENDIX N°**

**University Cross-Border Flow Affidavit**

**UNIVERSIDAD PERUANA DE CIENCIAS APLICADAS S.A.C.**

Present. –

I, the undersigned, **Stanislav Balík** legal representative of **Faculty of Social Studies, Masaryk**, identified with ID card No. XXX declare that according to the object of the service in the subject of the contract.

<input type="checkbox"/>
<input type="checkbox"/>

I do have cross-border flow.

I do not have cross-border flow.

Country of destination	University name of the third party presenting the cross-border flow	Address associated with the third party presenting cross-border flow	Purpose or description of the service presenting cross border flow
Czech Republic	Faculty of Social Studies, Masaryk University	Joštova 10, 602 00 Brno, Czech Republic	Execution of student exchange under the terms of the Agreement, including academic records and personal data required for mobility

Yours faithfully:

.....  
**Stanislav Balík.**  
ID card, XXX.  
Dean  
Faculty of Social Studies, Masaryk University