STUDENT EXCHANGE AGREEMENT
between
UNIVERSITY OF OSTRAVA, Czech Republic
and
FUNDACIÓN UNIVERSIDAD DE LAS AMÉRICAS, PUEBLA

The purpose of this Student Exchange Agreement, hereafter referred to as SEA, is to permit the exchange of students between University of Ostrava (OU) and Fundación Universidad de las Américas, Puebla (UDLAP).

Number of Students to be Exchanged
Each university will provide up two 2 students for exchange in each regular semester (i.e., spring or fall). The number of students exchanged need not exactly balance each year, but should balance over a number of years.

Selection of Students
Both universities shall select and nominate exchange students in accordance with criteria, procedures, and deadlines established by the home university.

The host university will reserve the right to make the final decision on whom to admit into academic programs of the host institution.

Student Academic Program
Exchange students will be permitted to enroll in courses at the host institution for which they are qualified as long as places are available. They must maintain full-time student status as defined by their respective host university.

The host university will provide information on the courses relevant to the students' studies, and assess the course-work of the exchange students at the end of the semester or full academic year of study. Each institution shall provide a record of the courses and grades received by each exchange student.

The host university will ensure that adequate arrival and orientation services are provided for exchange students and continue to provide student services throughout the exchange.

Student Status
Exchange students will not be admitted to a degree or other credentialing program at the host institution. Exchange students will be at the host university registered as non-degree exchange students. The host university will not be expected to place exchange students in courses if their enrollment would exceed class maximums.

At the conclusion of the student´s exchange, the host university will, without charge, send official academic transcripts to the home university. The granting of credits for courses undertaken at the host university will be at the discretion of the home university in accordance with its own policies and regulations.

Student Fees
Each student shall pay all required fees to his/her home institution and will be waived from payment of tuition and academic fees at the host institution. Expenses of accompanying partners and dependents are the responsibility of the exchange student.

Accommodation

The host university shall assist exchange students to find suitable housing, the cost of which shall be borne by the student.

Insurance

International Students at UDLAP and UO, without exception, are required to have international health and medical insurance coverage for the entire period of stay in Mexico or Czech Republic, and that must include:

- International emergency and sanitary evacuation.
- Repatriation of remains in case of death.

The cost of any medical insurance required hereunder, as well as any medical expenses not covered by such insurance, shall be the personal responsibility of the exchange students.

Visa Requirements

Each exchange student is responsible for obtaining a visa and other related documents required for study at the host institution. The host institution shall provide incoming exchange students with any university certification required to obtain a student visa for the full period of the exchange.

Exchange Student Obligations

Exchange students are required to observe the rules and regulations set forth by the host institution as well as the immigration regulations and laws of the host country governing the resident status they possess. Any breach of these rules and laws will be dealt with in accordance with the disciplinary policies of the host institution and the laws of the host country and/or province.

The host institution shall have the right to terminate the participation of any student in the exchange program and in any other program, service, or benefit at any time if such student's academic work or behavior is not suitable in the judgment of the host institution. Whenever practicable, such termination of participation in the exchange program will not be effected without prior consultation by the host institution with the home institution.

Distinctive Signs

Both institutions agree that the intellectual property rights linked to their respective distinctive signs such as trademarks, trade names, slogans, logos, designs, among others, are and remain their sole property.

This SEA, under no circumstances, will be interpreted as an instrument of transfer, licensing, sale, donation, or any other form of transmission of such property in favor of the other institution. Each institution has the duty to respect and enforce the intellectual property of their respective counterpart under this SEA. The institutions cannot use the distinctive signs in any way except with the prior written consent of the other party or under the conditions established in the addenda.

Joint Property

The institutions agree that any intellectual property rights arising from or in connection with this SEA, through and by the joint and collaborative efforts of the institutions shall be jointly owned and subject to specific terms and conditions detailed in writing by the institutions.

UO and UDLAP shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both institutions under this SEA, unless otherwise mutually agreed upon in writing by the institutions.

Confidentiality

UDLAP and UO agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any program or activity conducted pursuant this SEA, excluding any information that is already in the public domain.

Each institution agrees to obtain written permission from the academic/administrative staff and students involved in this SEA in order to transfer their personal information and data according with the national regulation in force for each institution.

Both institutions shall apply security measures to avoid any act or action tending to transfer or publish the personal information and data of academic/administrative staff and/or students involved in this SEA, and the institutions shall use such information and data solely for the purpose of this SEA.

Responsibility

UO and UDLAP agree to release, waive, relinquish and discharge their respective counterpart and its successors, representatives, employees, agents, and assigns derived from any claim, liability, obligation, demand and any other cause of action whatsoever, whether known or unknown, including, without limitation, claims for personal injury, wrongful death, property loss, damages of any kind, costs, charges, attorneys' fees, court costs and other expenses of any kind resulting from the acts, howsoever caused by the academic/administrative staff and/or students of the other institution, including their spouses or dependents.

Exchange Coordinator

Each university will appoint an exchange coordinator who will be responsible for overseeing implementation and coordination of activities foreseen in this Agreement. Each university may change its exchange coordinator by giving written notice to the other university. Both universities hereby appoint as exchange coordinators
   - for UO: Richard Joseph Conaway, International Officer
   - for UDLAP: Mtro. Juan Carlos Ley García, Director of International Affairs Office, or whoever holds that position.

Effective Date and Termination of Agreement

For UDLAP:
[Contact Information]
Fundación Universidad de las Américas
Puebla
Ex Hacienda Sta. Catarina Mártir SN
San Andres Cholula Puebla
CP 72810 México
Tel +52 222 2293160
recepcion.oi@udlap.mx

For UNIVERSITY OF OSTRAVA :
[Contact Information]
University of Ostrava
Dvorakova 7
Ostrava 1, 701 03
Czech Republic
Tel +420 597 091 008
Richard.Conaway@osu.cz

The UO is an obliged entity pursuant to Act No. 340/2015 Coll., Act on the Register of Contracts (hereinafter the "Act on the Register of Contracts"). UDLAP acknowledges and expressly agrees that this Agreement in full is subject to publication in the Register of Contracts (information system of public administration, administered by the Ministry of the Interior). The UO undertakes to publish this Agreement in compliance with the provisions of the respective Act on the Register of Contracts.

This Agreement comes into force upon signature by both parties and becomes effective on the date of its publication in the Register of Contracts at the earliest and will remain in force for an initial period of two (2) years. Any party may give written notification to the other Party of intention to terminate this Agreement at least three (3) months prior to the intended time of termination.

This Agreement may be amended by mutual consent of both parties. The Agreement may only be renewed if the parties agree in writing on a renewal.

If the program is terminated while students are engaged in exchange, those students shall not be affected and shall complete the exchange under the terms of this agreement.

This agreement is to be executed in two (2) copies in English.

On behalf of University of Ostrava

On behalf of Fundación Universidad de las Américas, Puebla

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Lata Jan, prof. MUDr., CSc.
Rector
University of Ostrava
Czech Republic

Dra. Cecilia Anaya Berríos
Academic Vice President

Date : _____

Date : _____

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Mtro. Mario Vallejo Pérez
Vice President for Finance and Institutional Advancement

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Mtro. Juan Carlos Ley García
Director of International Affairs Office