



# STUDENT EXCHANGE AGREEMENT

BETWEEN

**Masarykova univerzita**

Registered Office at Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic

Represented by Mikuláš Bek, the Rector

*hereinafter referred to as **Masaryk University***

AND

**SOKA University**

Registered Office at 1-236 Tangi-machi Hachioji-shi, Tokyo 192-8577,

Japan Represented by XXXXXXXXXXXXXXXX

*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 four full time equivalent students at undergraduate and graduate level for the partner university. Any variance in the number of exchange students each year may be negotiated and agreed by both parties before recruitment of students.
2. Exchange is open to students of all fields, departments, and faculties of both parties.
3. Both parties shall strive to assure that the numbers of students exchanged by each party shall be equal each year. For the purpose of determining this balance in the number of students exchanged, two exchange students participating for one academic semester shall be equivalent to one exchange student participating for one academic year.

**II. DURATION OF EXCHANGE**

The period of the exchange shall be one academic semester or one academic year. For Soka University, the first semester runs from April until July and the second semester from September until the end of January. 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 and in all courses for which they meet the Host University's academic and language proficiency requirements. 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.
3. International students in Japan are required to take 10 hours (600 minutes) or more of periods/classes per week to maintain student visa status. Soka University class period is 90 minutes each. Therefore, students are required to take 7 or more classes per week in a semester (630 minutes). Each course at Soka University is usually worth MINIMUM 2 credits (except for language classes, which is worth 1 credit). Each course at Soka University is worth 2 credits.
4. A normal course load at Masaryk University consists of 30 ECTS credits per semester; one ECTS is the equivalent of 25 hours of work.
5. Credits received during the exchange may be transferred to the Home University in accordance with the appropriate regulations of the Home University.
6. 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. Exchange students shall be selected by their Home University on the basis of the following criteria: students shall have completed at least one year of university study prior to participation in the exchange and shall be in good academic standing. All students must meet the minimum requirements for English or local-language proficiency.

### **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. 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, will be paid by the exchange students.

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

1. Both parties shall do their best to provide (on campus) accommodation for exchange students. However, housing is not guaranteed. 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 individual responsibility of the exchange student. 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. Any medical expenses that exceed the cover provided by such insurance shall be borne by the exchange student.
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 coming with a visa are required to purchase a health travel insurance plan which 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 day of the second signature and shall continue in force for 3 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 numbers of exchange students between the parties.

## **XII. 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 President of Soka University.
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.

Both parties agree with publication of this contract in the open Contract Repository (“Registr smluv” in Czech) according to the Czech law. The contract shall be published to the general public unabridged with access worldwide.

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  
Date 16/07/2018

For Soka University  
Tokyo, Japan  
Date 2018/3/9

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**Masarykova univerzita**  
Mikuláš Bek  
Rector

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**Soka University**  
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