



고려대학교
KOREA UNIVERSITY



**CHARLES
UNIVERSITY**

STUDENT EXCHANGE AGREEMENT

between

KOREA UNIVERSITY

and

CHARLES UNIVERSITY

This Agreement is entered by and between:

Korea University (KU) located at 145 Anam-dong, Seongbuk-gu, Seoul, Korea. 02841, with a certificate of business registration issuance number of 9015-477-0807-297, represented by its Vice President, International Affairs, Sunhyuk Kim, on behalf of Professor Jaeho Yeom, President.

and

Charles University (CU) located at Ovocný trh 560/5, 116 36 Prague 1, Czech Republic, VAT No.: CZ00216208, ID No.: 00216208, represented by its Rector, Prof. Tomáš Zima, MD., DSc.

KU and CU agree to establish a reciprocal student exchange program for the educational and cultural enrichment of both universities under the following terms:

1. **DURATION OF STUDENT EXCHANGES**

Each institution agrees to exchange individual students for a semester or an academic year, ideally on a one-for-one basis.

2. **BALANCE IN STUDENT NUMBERS**

Each year during the term of this agreement, each university may send undergraduate and graduate students to be enrolled at the other university. The actual number of students will be set by mutual agreement. Parity in numbers of exchange students is required over the term of this agreement. However, each party should be prepared to consider a disparity in any given semester or year during the term of the agreement. An imbalance should not exceed the equivalent of 2 student-years. Any

imbalances shall be resolved by the end of the period of agreement as set forth in paragraph 15 below.

3. **TUITION**

Students participating in this exchange shall be exempt from paying to the host institution any tuition and regular academic fees which normally apply to all students. However, they shall pay whatever fees are required of them by their home institution in order to participate in the program, as well as any special fees that may apply to them at the host institution. Information regarding such special fees must be provided by the host institution in advance.

4. **OPTIONAL FINANCIAL ASSISTANCE**

There is no expectation or obligation for the host institution to provide financial assistance to incoming students. However, if the host institution wishes to provide financial assistance (for example a grant, stipend or scholarship) to a student, the host institution must notify the home institution in writing of the source and amount of such funding.

5. **OTHER EXPENSES**

Each university shall make a reasonable effort to assist students participating under the terms of this agreement in receiving information needed to secure suitable accommodation. The payment of such housing together with the payment for all travel, medical insurance, medical costs not covered by insurance, books and other educational materials, and food and subsistence costs shall be the responsibility of the individual students participating in the program and neither university shall be held liable for such charges. Students must also provide any financial documentation required by the host university for visa purposes. The host institution will provide the necessary forms; however, obtaining and maintaining appropriate visa status is the responsibility of the student.

6. **ELIGIBILITY**

Participating students will be selected by their home institution on the basis of the following criteria, although there may be exceptions in appropriate cases. The students should:

- a. be citizens or permanent residents of the country of their home university, or hold a valid temporary resident visa for that country;
- b. have completed at least one year of full-time study at the home institution;
- c. have good to excellent academic performance records; and
- d. meet all specific requirements set down by the home university and host university, including language proficiency as specified by the host institutions. For exchange students who are non-native speakers of English, CU requires the B2 level of the Common European Framework of Reference for Languages or equivalent (does not apply for native English speakers). For students from CU, KU expects CU to ensure that the students they are proposing to send are sufficiently able to participate in classes delivered either in English or Korean.

7. **SELECTION**

Participating students seeking admission to the host university under the terms of this agreement shall meet the admissions requirements of the host university. Each university will make every effort to send to the other the applications for exchange by the deadline set by the host university. Each

university reserves the right to reject candidates, in which case, further candidates may be proposed. The exact program of study will be determined by the student with the mutual approval of his or her supervisors or academic advisers at the home institution and the host institution.

8. **ACADEMIC STATUS**

The exchange students may apply to any academic program offered at the host institution, but the host institution reserves the right to exclude students from restricted enrollment programs. All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. Credits toward the students' degrees are to be awarded by the home institution. Students are expected to maintain the equivalent of a full-time course load at the host institution.

9. **EVALUATION**

The cooperating institutions will provide each other with adequate information on the performance of participating students, including a transcript (or its equivalent) as soon as practical after the students' completion of the exchange.

10. **RIGHTS & RESPONSIBILITIES**

Students participating under the terms of this agreement shall be subject to the rules, regulations, and codes of conduct of the host institution. The host institution shall have the right to terminate the exchange program with respect to any student who violates the host university's policies or rules. Exchange students will have the rights and privileges enjoyed by other students on the host campus. In addition, neither institution may discriminate against a student on the basis of race, color, religion, sex, disability, national origin, age, or veteran's status.

11. **ORIENTATION**

Students participating under the terms of this exchange agreement shall be entitled to participate in any introductory courses or programs that may customarily be arranged for foreign students at the host institution.

12. **INSURANCE**

Students will be required to provide proof of adequate insurance applying to life, health, and property claims including consequential financial damages, effective for the duration of their exchange program, under terms to be specified by each host institution, before traveling to the host institution. Students from CU and KU are required to purchase their own insurance, valid in Korea or Czech Republic, and send a copy of the policy to KU or CU, at least one-month prior to their arrival.

13. **INDEPENDENT CONTRACTORS**

The relationship of the parties to this agreement is that of independent contractors.

14. **MODIFICATION**

This agreement may be modified at any time in writing signed by both parties.

15. **TERM OF CONTRACT**

This agreement shall come into force on the day it is signed by both parties and publicized in the Czech Contracts Register in accordance with 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 contracting parties expressly stipulate that Charles University assumes responsibility for publication of this Agreement in the Contracts Register in line with Act No. 340/2015 Sb., as amended. The Agreement shall be valid for five years.

The period of validity may be extended by mutual written agreement. If no letter is received and acknowledged by either party after the first five-year period this agreement will be considered renewed for another five-year period. Either university may, by notice in writing of no less than 6 months, terminate this agreement. Either party may withdraw from it without delay in case of a substantial breach of any of its provisions. However, any students who have commenced their exchange experience at either university at the date of termination may complete their courses of study. If an imbalance exists in the number of students exchanged, the deficit institution is obliged to accept students until the imbalance is eliminated.

16. **CONFIDENTIALITY**

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 allowable by applicable laws.

17. **PERSONAL DATA PROTECTION**

Each party shall comply with its obligations under all applicable data protection and privacy legislation and regulations. Personal data processing (particularly document management and archival policy) at Charles University is regulated in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on GDPR.

18. **ASSIGNMENT**

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

19. **FORCE MAJEURE**

In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, Act of God or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

20. **DISPUTE RESOLUTION**

Both institutions agree that any controversies, disputes or claims arising out of this agreement shall be settled by means of consensual negotiation. All disputes will be resolved by Agreement between

Charles University and Korea University with attention given to the Laws of the Czech Republic and Republic of Korea. Any form of arbitration procedure between the contracting parties is excluded.

21. **COUNTERPARTS**

This Agreement is drawn up in two originals in English; 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:

KOREA UNIVERSITY

CHARLES UNIVERSITY

Prof. Sunhyuk Kim

Vice President, International Affairs

Date:

Prof. Jan Škrha, Vice Rector for
International Affairs and mobility on
behalf of prof. Tomáš Zima, MD., DSc.
Charles University

Date: