



# AGREEMENT by and between UNIVERSIDAD DE LA REPÚBLICA and

# CZECH TECHNICAL UNIVERSITY IN PRAGUE, CZECH REPUBLIC REGARDING STUDENT EXCHANGE

#### THIS AGREEMENT IS ENTERED BY AND BETWEEN

Dr. Roberto Markarian, in his capacity as Rector of the UNIVERSIDAD DE LA REPÚBLICA, domiciled at Av. 18 de Julio 1824, 11.200 Montevideo, Uruguay, acting in name and on behalf of this institution, under its Organic Law 12.549, dated 29<sup>th</sup> October 1958; and

Mr. Prof. Ing. Petr Konvalinka, in his capacity as Rector of the Czech Technical University in Prague, acting on the basis of the CTU Statutes and a Higher Education Act., domiciled at Zikova 1903/4, 166 36 Prague 6, Czech Republic.

The parties, acting accordingly to their positions, mutually acknowledge the legal capacity necessary to deliver this document, and therefore

#### TO WIT

- I. The parties want to enrich their study and research programmes and deepen and extend the relation between both universities. In order to comply with this objective, the parties want to promote the student exchange between the universities.
- II. They base upon the Framework Cooperation Agreement subscribed by both institutions that has as its objectives the student exchange implemented herein.
- III. Based on the above, the parties express their will to enter this Cooperation Agreement according to the following clauses:

#### **CONDITIONS**

# **ONE: Purpose of the Agreement**

The purpose of this Agreement is to govern the framework for the cooperation between the Universidad de la República (Udelar) and the Czech Technical University in Prague to enhance student exchange.

#### SECOND: Terms and Conditions of the student exchange

- a. In this Agreement "Home University" shall mean the institution where the student is regularly enrolled, and "Host University" shall mean the institution that has agreed to receive students coming from the Home University for a study term as an exchange student.
- b. The objective of the student exchange shall be to allow students to undertake courses at the Host University but without the purpose of obtaining any diploma at this University. The courses taken and successfully completed at the Host University may be academically recognized at the student's Home University. It shall be responsibility of each student and its Home University to establish the terms and





conditions for the academic recognition in compliance with the corresponding rules and regulations. In this sense, the exchange student shall not be able to become a student of the Host University, nor get a diploma or any other academic recognition from this university.

- c. Both institutions agree on accepting up to two students per year, unless otherwise agreed. The final number of exchange students, the period of the exchange and the areas of knowledge involved shall be detailed in a specific document (template annexed) which may be modified on an annual basis depending on the interests of the parties. The universities shall try to keep a balance in the number of student exchanges.
- d. The academic year at the Czech Technical University in Prague runs from October to January in the first semester, and from February to May in the second semester. The academic year at Universidad de la República runs from March to July and from August/September to December.
- e. The Host University reserves the right of admission of exchange students into university extension, undergraduate or postgraduate courses.
- f. The Home University shall send the study proposal of its students to the Host University prior to their enrollment in the Host University and no later than a month before the beginning of the exchange.
- g. Both institutions agree to send to the other institution and to the exchange students a copy of an academic certificate containing the courses taken, the credit load and the grades. In case further academic certificates are required, they shall be issued upon payment of the officially public prices, if applicable.
- h. The study period shall be a complete academic year at the most and shall not be longer than a year.
- i. The parties agree to exchange their correspondent reports and any other relevant information regarding courses, programmes and fees promptly and on a regular basis.
- j. The students participating in the exchange shall be subject to the same general rules and regulations that apply to the rest of the students at the Host University.

# THREE: Students' expenses and responsibilities

- k. The exchange student shall be responsible for the following:
  - , Return to its Home University upon completion of the exchange period, unless said period is extended.
  - Cover extraordinary expenses required to carry out the programme.
  - . Cover travel expenses from and to the Home University.
  - « Cover room and board expenses, including taxes, when applicable.
  - . Get a health and accident insurance.
  - . Cover costs of books, clothes, and any other everyday expenses.
  - . Cover passport and visa expenses.
  - Pay for any other debt incurred during the exchange.
- I. The students who participate in the exchange shall enroll and pay for the academic fees (if any) at the Home University. The Host University shall not charge any fees whatsoever (if any), not even for administrative matters.
- m. The participating students shall comply with the necessary requirements in order to obtain the student visa





from the host country.

- n. The Host University agrees to provide assistance in housing search for within or outside the Campus whenever necessary.
- each and every student participating in the exchange shall have a health and accident insurance and be able to provide evidence to the Host University that said insurance policy shall cover the health and accident expenses incurred during the period of the exchange having a minimum coverage. This needs to be done prior to the enrollment in the corresponding courses. In the event that the student is not able to provide said evidence, s/he shall be required to hire a health and accident insurance. None of the universities have the obligation nor the means to cover this type of insurance.

# FOUR: Relationship between the universities

- p. The parties shall not exchange any kind of monetary compensation, indemnity, refund of expenses or interests in the fees or earnings that shall take place during the exchange.
- q. The cooperation between the parties herein established shall not imply any kind of association or agency between the parties. Therefore, none of the parties shall be deemed, nor identify itself, as partner or agent of the other. Neither the Czech Technical University in Prague nor the Universidad de la República shall be liable for the acts of the other institution, nor shall be considered liable for the acts of the students participating in the exchange.
- r. The parties agree that no person shall be excluded as participant in the exchange in compliance with the terms and conditions hereunder on the basis of race, colour, nationality, origin or religion.
- s. The parties shall be able to amend or modify this agreement only through mutual agreement signed by both parties.

#### **FIVE: Duration of the agreement**

This Agreement shall be valid for a period of five years, and shall be automatically renewed for additional terms of a year, unless any of the participating universities terminates this Agreement giving written notice at least three months in advance.

In any case, if any of the parties wants to terminate this Agreement at any given moment, it shall notify its intention at least six months in advance. In this case, the institutions shall exchange a report showing the imbalance between the number of students, or any other problem or pending issue. If one of the parties wishes to balance the number of students prior to the termination of the Agreement, then the other party shall make an effort to modify or extend by mutual consent the date of termination of this Agreement. The maturity of this Agreement shall not affect the students at the time participating in this Agreement.

#### SIX: Coordination and management

Each of the parties shall design a person responsible for the coordination and management of the exchange.

On behalf of the Universidad de la República, an Academic Coordinator shall be designed and s/he shall work as exchange coordinator.

On behalf of the Czech Technical University in Prague, this role shall be taken by the head of the exchange





mobility programmes or by the person who undertakes this responsibility.

#### **SEVEN: Personal data**

The institutions agree to guarantee that all kind of information related to the students and personal data related to the exchange shall be kept in a safe a confidential manner. Furthermore, they commit not to use or transfer said information for any other purpose but the fulfillment of the students exchange. Both universities acknowledge they know that the personal data related to the participating students and provided by the Home University shall only be used by the Host University in compliance with the regulations hereunder or any other rules given by the Home University. The parties agree to take the technical and organization measures necessary in order to protect personal data from any unauthorized or illegal access, accidental losses, destruction or damage.

# **EIGHT: Applicable law**

The parties agree (waiving any other jurisdictions that may be applicable) that in case of controversy, dissent, conflict or litigation that cannot be settled in a friendly manner and that arises from the construction and fulfillment of this agreement, shall be settled by arbitration by the arbitrator/s designed by the parties by mutual agreement. The parties hereby express their commitment to comply with the award.

### **NINE: Cooperation between the parties**

The undersigned parties shall cooperate at every time, pursuant to good will and efficiency, as to execute the agreement.

In faith whereof, the parties stamp their signature on two copies of the same tenor and value, in the date and place below stated.

Dr. Roberto Markarian Rector

Universidad de la República

1 5 AGO. 2017

Prof. Ing. Petr Konvalinka

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Rector

Czech Technical University in Prague

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