



UNIVERSIDAD
DE LA REPÚBLICA
URUGUAY

Servicio de
Relaciones
Internacionales

EXCHANGE AGREEMENT
BETWEEN
SCIENCES PO TOULOUSE (FRANCE)
AND
UNIVERSIDAD DE LA REPÚBLICA (URUGUAY)

Pursuant to the Memorandum of Understanding for Academic Cooperation signed on October between:

PARTIES

Institut d'Etudes Politiques de Toulouse (hereinafter referred to as "Sciences Po Toulouse") 21 allée de Brienne CS 88 526 - 31685 Toulouse CEDEX 6
N° SIRET : 193 113 867 00025 and represented by its Director, Eric Darras
and **UNIVERSIDAD DE LA REPÚBLICA** (hereinafter referred to as "UDELAR")
18 de julio 1824 Montevideo, Uruguay. and represented by its Rector, Rodrigo
Arim Ihlenfeld, who delegates his signature for this act to the President of
International Relations Service (SRI), Gonzalo Vicci Gianotti, according to
resolution 24/2022 dated 17/01/22.

BACKGROUND

Sciences Po Toulouse and Universidad de la República (individually, the “Party” and collectively, the “Parties”) recognizing the educational and cultural exchanges which can be achieved between our two institutions, enter into this agreement (this “Agreement”) to facilitate the exchange of students (“Exchange Students”) and scholars.

The Parties have agreed to extend their existing relationship to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned, in accordance with the terms set out in this Agreement.

AGREEMENT

In consideration of the mutual terms and covenants contained in this Agreement, the Parties agree as follows:

1. Definitions

As used in this Agreement, the following terms have the meanings specified below:

1.1 “Home Institution” shall mean the institution in which an Exchange Student is

formally enrolled as a degree candidate, and any other area of collaboration that the parties may agree upon in due course

- 1.2 "Host Institution" shall mean the institution which has agreed to accept an Exchange Student from the Home Institution for a period of study on a non-degree basis. "Semester" or "Academic Year" shall normally refer to the period relevant to the Host Institution; and
- 1.3 "Faculty" shall represent the appropriate academic entity at the respective institutions.
- 1.4 "Effective date" shall mean the date the last Party signed this agreement.

2. Purpose of the Agreement

- 2.1 The purpose of exchanges between faculty members is to promote collaborative research, other educational developments, and to further mutual understanding.
- 2.2 The purpose of each student exchange is to enable Exchange Students to enrol in subjects at the Host Institution for credit which will be applied towards their degree at their Home Institution

3. Responsibilities of Participating Institutions and Exchange Students

- 3.2 Each Party shall undertake all those measures seen as reasonable to give maximum effects to this exchange program.
- 3.3 Each Party agrees to accept and enrol Exchange Students as full-time students for the duration of their exchange. Selection of the Exchange Student will be done by the Home Institution. For greater clarity, the Host Institution shall only accept all such students selected by the Home Institution to participate as an Exchange Student provided the students meet all prerequisites and

requirements of Host Institution.

- 3.4** Program Students will be exempt from the Host Institution's tuition fees. This Agreement is based on reciprocity. Each Exchange Student will register and pay tuition fees at her/his Home Institution, if applicable; however, other fees which may be applicable, such as student services fees, are to be paid by the Exchange Student.
- 3.5** Each institution shall assist the student in obtaining a visa and/or residence permit. Students are required to follow instructions/directives given by the Host Institution.
- 3.6** Each Exchange Student will be provided with the same academic resources and support services that are available to all students of the Host Institution.
- 3.7** It is the responsibility of each Exchange Student to obtain official approval from his/her Home Institution for subjects taken at the Host Institution.
- 3.8** It is the responsibility of each Exchange Student to ensure that he/she obtains a copy of his or her official statement of results covering the subjects taken during the period of exchange. In addition, each Host Institution will forward a copy of the statement of results to the program administrator at the Home Institution.

4. Numbers of Participants

- 4.1.** Every effort will be made to maintain an evenly balanced exchange over the Term of this Agreement. It is recognized, however, that circumstances may occasionally preclude an even exchange of students in a particular year; imbalances may, therefore, be carried forward from one year to the next with the provision that every attempt will be made to restore balance throughout the

duration of this Agreement.

- 4.2. Each Party may send Exchange Students to the other party annually pursuant to this Agreement.
- 4.3. The maximum number of Exchange Students to be sent by each University permitted under this Agreement is four (4) Exchange Students participating for one (1) semester. For greater clarity, it is understood that the Exchange Student will be participating in the exchange program in-person.
- 4.4. Although the exact number of students exchanged may vary from year to year, it is expected that the overall number of students from each Party, calculated in semester places, will balance over the Term of this Agreement. For purposes of determining the Exchange balance:
 - a. Two (2) Exchange Students participating for one (1) semester shall be deemed to be equivalent to one (1) Exchange Student participating for one (1) academic year.

5. Course offer and language requirement

- 5.1. In Sciences Po Toulouse, exchange students will be allowed to follow courses of the "University Diploma in International and Comparative Studies" and of the 1st year, 2nd year and 4th year of the school diploma.

Students will choose from:

- a. Courses taught in English from the English track "international & comparative studies" program

Or from:

- b. Course taught in French from the French track "Etudes comparatives

internationales" and courses from a list of selected 1st, 2nd and 4th year of the general diploma of Sciences Po Toulouse, open to exchange students.

Exchange students registered in one track may take up to one course from the other track.

- 5.2. In Universidad de la República, exchange students will be allowed to follow courses of "Bachelor" and/or "Master" subject to prior academic evaluation by the faculty involved. At Udelar, students from the following academic areas/Faculties could apply: Social Sciences, Humanities and Education, Law and International Relations, and Information and Communication.
- 5.3. In Sciences Po Toulouse it is recommended that exchange students have a minimum B2 proficiency level in the language of studies. The list of language proficiency tests recognized for admission is available on the school website.
- 5.4. In Udelar courses are taught exclusively in Spanish. It is recommended that exchange students have a minimum B2 proficiency level in Spanish.

6. Selection and Enrolment of Exchange Students

- 6.1. It is expected that only highly motivated students of good academic quality will be selected as Exchange Students to participate in an exchange program. The Home Institution will screen applications from its student body for exchange.

Students are eligible to participate if they:

- a. have completed at least one full year of study at their Home Institution;
At Udelar students are eligible if they have completed 50% of the total amount of credits of their Programme/Bachelor/Master.

- b. are enrolled at their Home and Host Institution for the full period of the exchange;
- c. have an enrolment proposal, approved by their Host Institution, and are deemed academically qualified to successfully complete the courses at the Host Institution. Each Party will inform the relevant program administrator of subject availability, including enrolment limitations and conditions;
- d. have obtained agreement from their Home Institution that, upon successful completion of the subjects at the Host Institution, full credit will be granted towards the degree at their Home Institution;
- e. have satisfied any language proficiency requirements of the Host Institution; and
- f. meet the application deadlines for sending in completed applications for eligible candidates.

7. Financial Responsibilities of Institutions

Exchange Students will be provided an official transcript by the Host Institution, at no cost to the Exchange Students.

8. Financial Responsibilities of Exchange Students

7.1 Exchange Students will be financially responsible for:

- a. travel to and from the Host Institution, if applicable;
- b. books, stationery, etc.;

- c. travel documentation, visas, etc., if applicable;
- d. accommodation and living expenses, if applicable;
- e. other applicable campus fees (e.g. sports facilities, registration fees, etc.), if applicable;
- f. health coverage relevant to the Host Institution and country, if applicable; and
- g. personal travel within the country of the Host Institution, if applicable.

9. Accommodation

- 8.1 The Host Institution does not guarantee accommodation on student halls of residence for incoming Exchange Students. However, every effort will be made to assist the Exchange Students to obtain accommodation either on student halls or within a reasonable distance from the campus.
- 8.2 It is recognized that student halls of residence accommodation may not always be possible. Exchange Students will also be made aware that they are responsible for all costs associated with accommodation, including utility accounts, insurance and rental deposit.

10. Health and Safety

- 1. **Health/Medical Insurance.** It is mandatory to have health insurance, funeral assistance and repatriation that covers the entire period of the exchange. In case the student wishes to stay in the country for longer than the agreed period for their mobility, he/she must have an insurance that covers their entire stay in

the country.

2. Incident reporting. The Parties will notify each other immediately upon the occurrence of any of the following:

- a. any incident involving an Exchange Student which may need to be notified by the Party to its insurers to enable the Party to bring a claim under any of its insurance policies.
- b. any injury to any persons or any loss of or damage to property which occurred during the provision of any part of an exchange program under this Agreement and where an Exchange Student is involved.

For the avoidance of doubt, any event to be notified in relation to Section 9.2 must be notified by the quickest means possible in the circumstances and must be followed up as soon as reasonably practicable by written notice setting out in full all relevant details and parties.

11. Liability

10.1 Limit of Liability. Neither Party accepts any liability for accidents, injury or death occurring to Exchange Students, either on-campus or off-campus during the term of the exchange, nor any liability for debts or damages incurred by Exchange Students during the term of the exchange.

12. Exchange Students' Families

It is not anticipated that spouses and dependents will accompany an Exchange Student. Where such arrangement is proposed, it is subject to the approval of

the Host Institution on the understanding that all additional expenses and workload are the responsibility of the Exchange Student.

13. Faculty and Staff Exchanges

The Parties agree in principle to the possibility of exchanges by general staff (administrative and technical) and faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The Parties shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.

14. Confidentiality and Privacy

13.1 “Confidential Information” means information that pertains to the businesses, technologies, and ideas of each Party, other information which is valuable to such Party or information that is marked or verbally indicated as confidential, but does not include information which is public knowledge, was in the recipient’s possession before receipt, is independently developed by the recipient, or is required to be disclosed by law or court order. For further clarity Confidential Information includes, but is not limited to, personal information about a student.

13.2 Protection of personal data.

Each party to the agreement is kept to the respect of the rules regarding the protection of personal data to which it has access for the purposes of the

performance of the contract. These rules are derived from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and from Law No. 78-17 of 6 January 1978 on data processing, data files and individual liberties. The parties shall also be governed by Law 18.331 (Personal Data Protection Law) and Law 18.381 (Law on the Right of Access to Public Information).

14. Dispute Resolution

- 14.1** The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement.
- 14.2** In the event of any dispute arising between the parties that cannot be resolved under 14.1 above in respect of the terms of this Agreement or the operation of the exchange placement scheme, the dispute will be referred to a committee of at least three people, comprising the Director of each Institution or his or her nominated representative and an independent third party agreed by the parties. The third party shall act as chairman of the committee. The committee shall act in good faith and use all reasonable endeavors to resolve the dispute to the mutual satisfaction of the parties.

15. Governing Law and Jurisdiction

- 15.1** In respect to its performance in France, this Agreement shall be governed by the laws of France and the French courts have jurisdiction. In respect to its performance in Uruguay, this Agreement shall be governed by the laws of

Uruguay and the Uruguay courts have jurisdiction. In respect to its performance

16. Term of Agreement

16.1 Term and termination. This Agreement will commence as of the Effective Date and continue in force for a period of five (5) years (the "Term"). This Agreement may be terminated by either Party, in its sole discretion and without cause, by giving the other Party not less than six (6) months' notice in writing. Parties shall assess the exchange program at the end of that period and renew the agreement if needed. Any dispute concerning the present agreement shall be resolved by a joint committee composed of the signatories of the present agreement.

16.2 Consequences of termination.

- a. Upon termination of this Agreement, for whatever reason, and unless the Parties otherwise agree in writing, the Parties will:
 - i. immediately cease to promote the exchange program to students or faculty/staff and cease to operate the exchange program save in respect of those Exchange Students or faculty/staff that are already participating in the exchange program prior to the date of termination;
 - ii. cooperate with each other to ensure so far as possible the Exchange Students or faculty/staff already participating in the exchange program are able to complete the exchange program; and
 - iii. immediately discontinue the use of each other's name, trademark, logo and any other intellectual property rights belonging to the other.
- b. If this Agreement terminates for whatever reason, such termination shall

not prejudice the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

- c. Clauses which expressly or by implication survive the expiry or termination of this Agreement will continue in force.

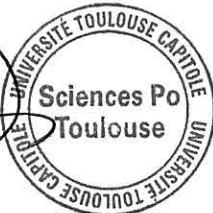
The present agreement is made of 2 copies.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

For and on behalf of Sciences Po
Toulouse

Professor Eric Darras

Director



UNIVERSITÉ TOULOUSE CAPITOLE
Sciences Po
Toulouse

11/12/24

For and on behalf of Universidad de la
República

Gonzalo Vicci Gianotti

President of International Relations Service

21-01-25