

STUDENT AND FACULTY EXCHANGE AGREEMENT

BETWEEN

CONCORDIA UNIVERSITY, MONTREAL

AND

CHARLES UNIVERSITY

This Agreement is entered by and between

Concordia University (Concordia) located at 1455 Boul. De Maisonneuve Ouest, Montréal (Québec) Canada H3G 1M8, NEQ (Quebec Business Number): 1147608351, represented by its President and Vice-Chancellor Dr. Alan Shepard

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.

Concordia 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 (including Ph.D. 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. Any imbalances shall be resolved by the end of the period of agreement as set forth in paragraph 16 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 finding 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 general immigration information and support; 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 institution. Concordia requires for visiting exchange students who are non-native speakers of English to have a minimum TOEFLS iBT score of 90 or IELTS score of 7. CU requires the B2 level of the Common European Framework of Reference for Languages or equivalent (does not apply for native English speakers).

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. **FACULTY EXCHANGES**

Faculty exchanges, visits and collaborative research will be encouraged and supported to the extent possible. CU and Concordia understand that visits by faculty from one organization to the other will be subject to the entry and visa regulations of Canada and the Czech Republic, and that the visitors will agree to comply with the regulations and policies of CU and Concordia. CU and Concordia agree that the visiting faculty shall be responsible for identifying funding through their home institutions or third parties for expenses related to the exchange such as, but not limited to travel, accommodations, passport and visa fees and insurance. The stay of the exchange faculty members will not exceed three weeks.

13. **INSURANCE**

Students and faculty members 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.

14. **INDEPENDENT CONTRACTORS**

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

15. **MODIFICATION**

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

16. **TERM OF CONTRACT**

This agreement shall commence from the last signature date and shall be valid for a period of five years. A renewal for an additional five-year period will be considered. 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.

17. **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.

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**

In the case that any disputes or claims may arise from the interpretation and application of this agreement, the Parties will seek to resolve directly and amicably within a period of thirty (30) days starting from the notification. The Parties will not resolve legal disputes using arbitration.

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:

CONCORDIA UNIVERSITY

CHARLES UNIVERSITY

Dr. Alan Shepard
President and Vice-Chancellor

Prof. Tomáš Zima, MD., DSc.
Rector

Date: _____

Date: _____

Dr. Christophe Guy
Vice-President, Research and Graduate Studies

Date: _____