**AGREEMENT**

**by and between**

 **UNIVERSIDAD DE LA REPÚBLICA**

**and**

**XXX UNIVERSITY**

**REGARDING STUDENT EXCHANGE**

**THIS AGREEMENT IS ENTERED BY AND BETWEEN**

From one side the University of the Republic, hereinafter "Udelar", with address at Avda. 18 de Julio 1824, 11200 Montevideo, Republic of Uruguay, represented by the rector Rodrigo Arim Ihlenfeld, acting on behalf of this institution, in accordance with its Organic Law 12,549, of October 29, 1958, who delegates for this act the signature on the president of the International Relations Service (SRI), Gonzalo Vicci Gianotti, according to resolution 24/2022 of January 17, 2022, on the one hand ; the\_\_\_\_, in her capacity of \_\_ "\_\_”, domiciled at\_\_\_

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

**TO WIT**

1. 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.
2. They base upon the Framework Cooperation Agreement entered on xxx that has as its objectives the student exchange implemented herein.
3. 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 xxx University to enhance student exchange.

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

1. 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.
2. 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 previously 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.
3. Both institutions agree on accepting up to \_\_\_ 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.
4. The academic year at xxx University runs from xxx to xxx in the first semester, and from xxx to xxx in the second semester. The academic year at Universidad de la República runs from March to July and from August/September to December.
5. The Host University reserves the right of admission of exchange students into university extension, undergraduate or postgraduate courses.
6. 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.
7. 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.
8. The study period shall be a complete academic year at the most and shall not be longer than a year.
9. The parties agree to exchange their correspondent reports and any other relevant information regarding courses, programs and fees promptly and on a regular basis.
10. 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**

1. 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 program.
* 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.
1. 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.
2. The participating students shall comply with the necessary requirements in order to obtain the student visa from the host country.
3. The Host University agrees to provide assistance in housing search for within or outside the Campus whenever necessary.
4. All students who participate in the exchange must subscribe prior to their arrival a policy that covers travel insurance, health care, illness, accident, repatriation and civil liability that meets the conditions required by the destination University, all before enrolling 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**

1. 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.
2. 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 xxx University 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.
3. 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.
4. 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 xxx University, this role shall be taken by the head of the exchange mobility programs 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.

| Gonzalo Vicci Rector  | xxxxxxxxx |
| --- | --- |
|  Universidad de la República |  University |
|  date:  |  date: |

**BILATERAL AGREEMENT**

**Beginning academic year: 200X-200X**

| between | Universidad de […] |
| --- | --- |
| and | Universidad de la República |

This annex shall be understood as indefinite unless modified by mutual agreement or express complaint by one of the parties.

**Student Mobility**

| center/title | Universidad | Total number |
| --- | --- | --- |
| Name | From | To | Students |
| (CAREER) | Univ.xxxxUdelar | UdelarUniv.xxxx | Number of students Univ. xxxNumber of students Udelar |

**Signatures of the authorized representatives of both institutions**

| **Universidad de […]** | **Universidad de la República**Gonzalo VicciRector[…]Facultad de […] |
| --- | --- |