COLLABORATIVE AGREEMENT ON STUDENT AND FACULTY EXCHANGES BETWEEN TOMAS BATA UNIVERSITY IN ZLÍN AND UNIVERSIDAD DE GUADALAJARA

Tomas Bata University in Zlín and Universidad de Guadalajara wish to develop a collaborative partnership in the area of student and faculty exchanges.

1. Contracting Parties

Tomas Bata University in Zlín

a public higher education institution established by Act No. 404/2000 Coll.

residing at:

Nám. T. G. Masaryka 5555, 760 01 Zlín, Czech Republic

Identification Number:

70883521

Tax Identification Number:

CZ70883521

represented by:

prof. Ing. Vladimír Sedlařík, Ph.D., Rector

(hereinafter referred to as "TBU" only)

and

Universidad de Guadalajara

is a decentralized public organism of the Government of the State of Jalisco with autonomy, juridical personality and own patrimony, in accordance with the provisions of article 1 of its Organic Law, promulgated by the local Executive on January 15, 1994, in execution of decree number 15319 of the H. Congress of the State of Jalisco.

residing at: Avenida Juárez número 976, C.P. 44100 en Guadalajara, Jalisco, México.

Tax Identification Number: UGU-250907-MH5

represented by: Ricardo Villanueva Lomelí, Ph.D., Rector General

(hereinafter referred to as "UDEG"; jointly also referred to as "contracting parties" or "institutions" only)

2. Introductory Provisions

2.1 TBU and UDEG shall cooperate in the field of student and faculty exchanges (student/faculty exchange programmes) in compliance with the legal regulations binding on the contracting parties (for TBU particularly in compliance with Act No. 111/1998 Coll., on Higher Education Institutions, as amended; hereinafter referred to as "HEIA" only), as well as with the internal regulations of the contracting parties.

3. Student Exchanges

- 3.1 The student exchange programme is open to Bachelor's (Undergraduate), Master's (Postgraduate) and Doctoral students studying at the contracting parties.
- 3.2 The duration of the student exchange programme will take place in accordance with the academic calendar of the host university, and may last one semester or for up to a full academic year as required by each academic program.
- 3.3 All students shall remain enrolled and shall be considered students of the home university throughout the entire period of the student exchange programme.
- 3.4 All students must meet the admission requirements of the host university. Admittance of exchange students remains within the discretion of the host university.

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- 3.5 The home university will submit the required certified documents of the students selected to the host university, for admittance purposes, by the deadline set by the host university.
- 3.6 Students of the student exchange programme are exempt from paying tuition fees at the host institution. Students are obliged to cover other expenses (incl. travel expenses, expenses for catering and accommodation, medical insurance, etc.) from their own resources, unless otherwise agreed in writing.
- 3.7 It is the responsibility of the exchange students to obtain the proper visas in their home country.
- 3.8 The maximum number of students admitted to the student exchange programme is specified as 2 per semester year per each institution, unless otherwise agreed in writing by the contracting parties.
- 3.9 At the end of the academic term the host university will send the home university an official transcript of the grades obtained by each exchange student. The conversion of academic records will be made according to the home institution's regulations and criteria. If so requested, the host university will provide course descriptions and résumés of the professors who taught the courses attended by the exchange students, as well as information about the grading and evaluation system used.
- 3.10 Students selected for the exchange will have the same academic and administrative rights and responsibilities applied by the host university to its own students. Exchange students must follow the regulations of the host university, and they will be held accountable in case of non-compliance. Their home university will be informed of any such non-compliance. Exchange students will not be eligible for a degree awarded by the host university as part of the exchange.
- 3.11 Throughout their studies at TBU, students shall adhere to the HEIA and to TBU internal regulations, particularly to the Study and Examination Rules of TBU. Throughout their studies at UDEG, students shall adhere to the relevant legal regulations of UDEG. All students in the student exchange programme are obliged to fulfil their study-related responsibilities ensuing from the student exchange programme on which they have been enrolled.
- 3.12 Students of the student exchange programme studying at TBU may be accommodated in the TBU Halls of Residence and take meals in the TBU Refectories under the same conditions as other TBU students. In the event that a student is accommodated in the TBU Halls of Residence, he/she is accommodated at his/her own expense and is obliged to adhere to the Halls of Residence Rules and Regulations and to observe instructions from the Halls of Residence management.

4. Faculty Exchanges

- 4.1 Each contracting party agrees to welcome visiting faculty members and research fellows from the other contracting party. Such visits are subject to the consent of the relevant unit at the host institution and the conditions of work must be cited in writing prior to the visit.
- 4.2 The home university is responsible for paying the academic personnel their salary.
- 4.3 The academic personnel participating under this Agreement, will make the necessary arrangements according to the current regulations of each party, to receive authorization to leave their academic activities for the period of academic stay at the host university.
- 4.4 The academics participating in the program will be responsible for all additional expenses, such as transportation, housing, meals and international health insurance.
- 4.5 Both Parties agree that academic personnel participating in the exchange will maintain their work relationship with their home university.

5. Other Stipulations

- 5.1 The academic extension programs of the UDEG offered by its university enterprises, the Colegio de Español y Cultura Mexicana and the Sistema Corporativo PROULEX COMLEX are not included in this Agreement.
- 5.2 The contracting parties undertake to mutually provide information and materials related to the activities in accordance with this Agreement, as well as to mutually consult the relevant pedagogical, organizational and other issues.
- 5.3 The contracting parties further undertake to help students to arrange their stay, accommodation, catering and other technical-administrative matters related to their studies.
- 5.4 The contracting parties shall ensure adequate promotion of the student and faculty exchange programmes at the home institution, its fluent development, as well as continuously monitor and assess its running.

6. Final Provisions

- 6.1 This Agreement shall come into full force and effect on the day when it is signed by both contracting parties and shall be concluded for a period of 5 years.
- 6.2 The contracting parties are entitled to withdraw from the Agreement at any time with the length of notice of six months. The notice period begins to run on the first day of the calendar month following the month in which the written notice of withdrawal was delivered to the other contracting party.
- 6.3 In the event of premature termination of the Agreement, the contracting parties are obliged to ensure conditions necessary for successful completion of studies.
- 6.4 Alterations and improvements to the Agreement can only be made in the form of amendments in writing, which are to be explicitly marked as amendments to the Agreement and signed by the authorized representatives of both contracting parties.
- 6.5 Should any of the provisions of this Agreement be not valid or not enforceable, this fact does not affect the validity or enforceability of other provisions of this Agreement.
- 6.6 This Agreement has been drawn up in two copies in the English; each contracting party shall receive one copy thereof.
- 6.7 The contracting parties declare that they have read the Agreement in detail prior to signing it and that they agree to its content; that this Agreement represents the full agreement between the contracting parties, and that it has not been concluded in need and under clearly unfavourable conditions.



Place: Zlín, Czech Republic Date: 14-06-2019 On behalf of Tomas Bata University in Zlín

Place: Guadalajara, Jalisco, Mexico Date:

On behalf of the Universidad de Guadalajara

prof. Ing. Vladimír Sedlařík, Ph.D.

Rector



Ricardo Villanueva Lomeli, Ph.D. Rector General

Guillermo Arturo Gomez Mata, M.A. Secretary General

WITNESSES

doc. Ing. Zuzana Komíńková Oplatková, Ph.D. Vice-Rector for Internationalization

Cinthya Alejandra Navarro Pantoja, M.A. Vice Provost for International Affairs

In Zlín, Czech Republic on: 14. 6. 2019

In Guadalajara, Jalisco, Mexico on:

Odpovídá	Datum	Podpis
PO/OO	13.6.19	Ball
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Věcně	13.6.19	2~)
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Správce rozpočtu	78.2	