



西安交通大学
XI'AN JIAOTONG UNIVERSITY



Student Exchange Agreement

Between

Xi'an Jiaotong University, China

And

Samarkand state university, Uzbekistan

In recognition of the high quality of teaching and research conducted at both Universities, Xian Jiaotong University (XJTU) and Samarkand state university named after Sharof Rashidov (SamSU) and desire to collaborate through student exchange to enhance the academic experience and cultural understanding of its students.

XJTU and SamSU have agreed on the following terms for the exchange programme.

Definitions

In this Agreement, the following terms and expressions will have the following meaning:

- (a) "Agreement" means this Student Exchange Agreement and additional documents incorporated by reference;
- (b) "Exchange Student" means a student enrolled in the Exchange Programme;
- (c) "Home Institution" means the institution at which the Exchange Student is registered as a full-time student and who sends the student to the Host Institution;
- (d) "Host Institution" means the institution that receives the Exchange Student on exchange during the Exchange Period;
- (e) "Exchange Period" means the period of time, which the Exchange Student spends at the Host Institution on a fee waiver basis.

Scope of Exchange

- (a) Numbers and Duration

Each university may send up to 5 one-academic-year students (or 10 one-semester students) per year. However, this number may vary in any given year, provided a balance of exchange is obtained over a five-year term. The normal exchange period shall be one semester or one academic year.

SamSU Students, undertaking the exchange need to finish XJTU online application before May 30th for Autumn Semester or December 30th for Spring Semester.

(b) Selection, Enrolment and Assessment of Exchange Students

- i) Student exchange will be organized at the undergraduate and graduate level in all departments available at the partner institutions. The host university will provide appropriate courses of study for each exchange student; a minimum of one completed year of studies at the home institution is required.
- ii) Nominated Exchange Students should be in good academic and disciplinary standing at the Home Institution.
- iii) Nominated Exchange Students should have sufficient funds for administrative fees (other than those borne by the Home Institution) and personal and living expenses for the duration of study at the Host Institution.
- iv) Participants in the exchange will be governed by the same regulations and performance standards that pertain to other students at the Host Institution. It is understood that the Host Institution's course/module quotas, normal timetabling, and scheduling constraints apply to all students, including Exchange Students.
- v) Exchange Students will pursue an academic programme developed in consultation with the student's Home Institution. The departments/offices involved in the exchange at the Home Institution will provide academic counseling to ensure that the academic courses taken at the Host Institution are acceptable to the Home Institution. The Host Institution will provide module descriptions and syllabuses to aid in course equivalencies evaluation.
- vi) Any academic credits received during the course of the exchange may be transferred to the Home Institution in accordance with the appropriate regulations of the Home Institution. Each partner will provide the other with an official transcript for each exchange student at the completion of the exchange.

(c). Academic Status

The Exchange Student may apply to any undergraduate programme offered at the Host Institution but the Host Institution reserves the right to exclude students from restricted enrolment programmes. Credit towards 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.

Responsibilities of the Host Institution

- (a) The Host Institution will provide Exchange Students with formal letters of admission and other documents as may be required for establishing their student status for visa and other purposes.
- (b) Exchange Students admitted at the Host Institution are restricted to a set of courses open to Exchange Students under the Exchange Programme.

- (c) The Host Institution is required to notify the Exchange Students of the list of modules/courses available to them at least one calendar week before the start of the semester.
- (d) Exchange Students will have the same access to student services and facilities of the Host Institution as regular students of the Host Institution.
- (e) Host institution will issue students and their Home Institution with an official transcript of records within three months after the end of the Exchange Period.

Exchange Students Responsibilities and Expenses

- (a) Exchange Students participating in exchanges under this Agreement shall observe all the relevant rules and policies of the Host Institution. The Host Institution reserves the right to dismiss any Exchange Student whose academic performance or conduct, in the sole discretion of the Host Institution, warrants such action. The appeals, disciplinary and complaints processes of the Host Institution will apply for the Exchange Period. The Host Institution shall provide full information to the Home Institution about all disciplinary action which it takes in relation to any Exchange Student. The Home Institution reserves the right to investigate appeals, disciplinary and complaints issues under its own procedures.
- (b) If an Exchange Student voluntarily withdraws or is dismissed by the Host Institution before the end of the programme, there will be no substitution of new students for any students who do not complete the programme.
- (c) Exchange Students will be charged for any damage they cause to the Host Institution's property, including but not limited to furniture, materials and resources, library books, computers, and property belonging to third parties.
- (d) The Host Institution takes no responsibility for loss or damage to Exchange Students' personal belongings, however caused, and all Exchange Students should make their own insurance arrangements for loss of or damage to personal property.
- (e) Exchange Students will continue to pay tuition fees at their Home Institution. They will receive a tuition fee waiver from the Host Institution (that is, no tuition fee will be charged to them) but they will be responsible for all their other expenses. These include but are not limited to: living costs (accommodation, meals etc.), passport and visa costs, healthcare and insurance and other personal costs (books, clothing, necessities, entertainment, transportation, etc.)
- (f) Exchange Students will be required to carry adequate health and travel insurance and to provide proof to the Host Institution that the insurance will cover the costs of health care during the Exchange Period prior to starting classes. The travel insurance shall be valid for the entire duration that the student is away from the Home Institution for purposes of exchange under this Agreement, including but not limited to any travel that may be undertaken by the student before, during or after the actual Exchange Period.
- (g) Exchange students will be expected to abide by the laws and customs of the host country and by the policies and regulations of the Host Institution.

Administration

- (a) The Host Institution will provide appropriate orientation to help the Exchange Students settle readily into life in the host environment. The Host Institution will continue to offer reasonable assistance to the Exchange Students throughout the Exchange Period.
- (b) The Host Institution shall provide students with information to source for their own accommodation. The sourcing and cost of housing is the responsibility of each Exchange Student.

Data Protection

Both universities appreciate that they will need to disclose to the other Personal Data (as defined below) relating to exchange students. Each university, being both a provider and a recipient of Personal Data under this Agreement, agrees to take reasonable steps to assist the other party to ensure that the relevant data protection laws of the Personal Data provider are complied with when so advised by the Personal Data provider. In this respect, both Universities agree that they will ensure that all student records and Personal Data relating to exchange students are held securely and confidentially and to further ensure that no such Personal Data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the student exchange programme. Both universities acknowledge that Personal Data relating to participating students supplied by their home institution is to be processed by the host institution only in accordance with the terms of this Agreement and otherwise on the express instructions of the home institution and agree that they will take appropriate technical, organizational and contractual measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such Personal Data. Both universities agree that they shall obtain prior written consent from the other university prior to transferring any personal data to any sub-contractor or affiliate. In the event of a complaint lodged by the owner of the Personal Data, the universities shall fully cooperate and provide necessary information and documentation reasonably required by either university. In the event of any breach of the security measures put in place for the protection of the Personal Data or any loss of the Personal Data, the universities agree to inform each other promptly. The provisions of this clause shall apply during the term of this Agreement and indefinitely after its expiry or termination.

For the purposes of this clause "Personal Data" shall mean; data whether true or not, about an individual who can (a) be identified from that data; or (b) from that data and other information to which the university has or is likely to have access.

Validity

- (a) This Agreement shall remain in force for a period of five (5) years from the date the last party has signed as indicated below in this Agreement, with the understanding that it may be terminated by either institution by providing two (2) months' advance written notice to the other.
- (b) Arrangements for termination, howsoever caused, must include provision by both partner institutions for any continuing students to complete their studies and any period of notice should take account of any re-examination/re-assessment requirements that may be outstanding.

- (c) This Agreement may be reviewed at any time, and any modifications concerning the present Agreement may be made only by mutual consent in writing between authorized representatives of the parties, by giving three (3) months' notice.

Conflict

It is understood and agreed to in this Agreement that in the event of any dispute or conflict, both institutions shall act in good faith to resolve the conflict by adhering to and without violating the laws, regulations, procedures and customs of the host countries.

Dispute Resolution

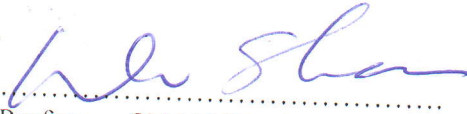
Any dispute controversies, or differences arising out of or in connection with this agreement which cannot be resolved by amicable discussions between the administering offices shall be jointly referred to the President of XJTU and the President of SamSU or their nominees, for resolution. If a matter cannot be resolved under the provisions of this clause, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

Governing Law

Both institutions shall use best efforts to resolve any disputes arising out of this agreement amicably. In any dispute with respect to a particular exchange student, the agreement shall be constructed in accordance with the laws of the relevant host country.

Signed on behalf of the
Xi'an Jiaotong University

Signed on behalf of
SamSU



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Professor SHAN Wenhua
Assistant President

Date: 1 July 2023

01.07.2023

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Prof. Akmal Ahatov
Vice-Rector

Date: 