



**University of  
Zurich** <sup>UZH</sup>



**UC** | Chile

## **EXCHANGE AGREEMENT**

**BETWEEN**

**UNIVERSITY OF ZURICH, FACULTY OF LAW, SWITZERLAND**

**AND**

**PONTIFICIA UNIVERSIDAD CATOLICA DE CHILE, SCHOOL OF LAW, CHILE**

With reference to the Agreement for Co-operation and Student and Staff Exchange, signed on January 26, 2017 by Prof. Dr. Christian Schwarzenegger, Vice-President of the University of Zurich, and Prof. Dr. Brigitte Tag, Dean of the Faculty of Law, for the Faculty of Law of the University of Zurich, and Dr. Ignacio Sánchez Díaz, Rector of the Pontificia Universidad Católica de Chile

with reference to the positive results which have been achieved in line with that Agreement, and

upon the desire of the executive committees of the parties to the contract to continue the cooperation, and in order to promote cooperation in the fields of education and research and to encourage educational projects of interest to both parties

the University of Zurich, Faculty of Law, Raemistrasse 74/2, CH-8001 Zurich, Switzerland (hereafter UZH)

and

the Pontificia Universidad Católica de Chile, School of Law, Av. Libertador Bernardo O'Higgins 340, Santiago, Chile (hereafter UC|Chile)

conclude the following Co-operation Agreement:

UZH and UC|Chile shall be referred to individually as a "Party" or "Institution" and collectively as the "Parties" or "Institutions".

### **I. Objectives**

UZH and UC|Chile continue to engage in programs of mutual interest in the fields of education and research. The following issues are mutually approved:

- Faculty exchange (professors, lectures or researchers, faculty members);
- Student exchange;
- Joint research program;
- Other academic exchanges to which both Institutions agree in written form.

## II. Definitions

“*Academic Year*” means the period relevant to the Host Institution’s academic calendar.

“*Home Institution*” means the Institution which will be sending the Exchange Students.

“*Host Institution*” means the Institution which will be receiving the Exchange Students.

“*Exchange Student*” means the Bachelor and Master of Law student from both universities as well as the JD and LLM student from UC|Chile who has been fully admitted by both Institutions to participate in the Exchange Program.

## III. Faculty Exchange

Both institutions recognize the benefit derived from the exchange of academic staff members. The terms of cooperation for each activity implemented under Faculty Exchange shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. At this point the Parties agree on the following principles:

1. *Support*: The exchange faculty member would be provided with required visa formalities, with proper academic status, access to the research facilities and to the university libraries at the Host Institution and other assistance necessary for his/her conducting research under favorable conditions.
2. *Financial Compensation*: The faculty exchange would not impose any financial obligation upon the Host Institution. The Home Institution undertakes to continue paying the appropriate salary of its staff during the complete period that the exchange might last. Nonetheless, all expenses associated with the exchange, including travel costs, will be the responsibility of the individual.
3. *Exchange of Academic Information and Materials*: The exchange of research materials, publications and information is encouraged.
4. *Responsibility*: The visiting faculty members have to abide by all applicable rules, regulations and laws of the Host Institution and of the host country.
5. *Cost of Joint Research*: The cost of joint research, including that of publication, is to be borne by the participating faculty member in ratios that are agreed upon by the researchers. Proposals require independent review and approval by the Host and Home Institution for their proposed share of the costs.
6. *Data Protection*: The exchange of any personal information relating to any employees will be in terms of any applicable data protection legislation according to the laws of the respective country.

## IV. Student Exchange

1. *Quotas*: Each Party will send up to two (2) semester Exchange Students per year during the period of this Agreement, unless this number is varied by mutual agreement. The Parties will review the program annually for any imbalances in the number of Exchange Students and will adjust the number of students over the duration of this Agreement, as necessary, to maintain a reasonable balance in the exchange. The Academic Year at UC|Chile has two semesters: Semester 1 from March to mid-July and Semester 2 from August to mid-December. The Academic Year at UZH has two semesters: the fall semester from mid-September to end of January and the spring semester from mid-February to mid-July.
2. *Period of study*: The exchange normally takes place for a period of one academic year. However, one semester of studies may be considered.
3. *Student Status*: Exchange students are enrolled at the Home Institution and are accepted as full-time non-degree-seeking students at undergraduate or graduate level at the Host Institution. Exchange students are subject to the rules and regulations of the Host Institution, in addition to those of the Home Institution. They will be required to sit for examinations and be assessed and graded in the same manner as the other

students of the Host Institution and will acquire credits in accordance with the regulations of the Host Institution.

4. *Fees:* Exchange Students will pay the normal tuition fees at their Home Institution for the period of the exchange. The Host Institution will waive tuition fees. In case of UZH additional fees for language courses may apply.
5. *Selection of Participants and Language Proficiency:* Prospective Exchange Students will be selected and nominated for the exchange by the candidate's Home Institution. Exchange Students must have successfully completed a minimum of two (2) years of full-time study in order to be permitted to enroll in subjects at the Host Institution for which they meet the prerequisites. The academic standard of such exchange students shall be determined by the host institution. UC|Chile requires students to be in good academic standing and to provide official test scores certifying a minimum Spanish proficiency level of B2 (independent user) according to the Common European Framework of Reference for Languages (CEFR). For graduate students, it's a recommendation. UZH recommends Exchange Students to provide proof of knowledge of English and/or German language on level B2 of the CEFR. The Host Institution shall retain the right of admission and may reject any applicant whose academic or other qualifications for participation in the program are not deemed appropriate. Bachelor and Master Exchange Students coming to UZH must be prepared to deal with some instruction in German language concerning administrative matters. Admission to specific courses is subject only to the Exchange Students being satisfactorily qualified to enroll in that course, and the availability of resource. Proposals for student exchange should be according to the Host Institution regulations. UZH requires the proposals made by March 15<sup>th</sup> for the fall semester and the Academic Year, and September 15<sup>th</sup> for the spring semester. UC|Chile requires the proposals made no later than September 30<sup>th</sup> of the previous year for the First semester and March 30<sup>th</sup> of the current year for Second semester. Each institution shall ensure that the required documentation of the Host Institution is completed correctly and forwarded in an appropriate time.
6. *Study program:* Each exchange student shall determine the study program at the Host Institution in consultation with academic advisors of both the Home and the Host Institution. While effort will be made to assist exchange students in enrolling in the classes they prefer, there is no guarantee to be enrolled in specific classes.
7. *Record of Academic Performance:* The Host Institution will provide the exchange students with the record of their academic performance.
8. *Credit Transfer:* The Home Institution commits itself to recognize courses taken and exams passed at the Host Institution by exchange students according to its own regulations.
9. *Finance:* Exchange students shall be responsible for their own expenses including accommodation costs, food, travel expenses, textbooks and other personal expenses.
10. *Visa:* Exchange students are personally responsible for obtaining a visa and any related documents necessary to ensure participation in the exchange. The Institutions agree to provide students with an Acceptance Letter, to enable Exchange Students to obtain the correct visa, before their arrival to the Host Institution.
11. *Health Insurance and other Insurances:* Students will be responsible for all costs associated to the exchange period, including but not limited to costs of travel, accommodation, materials, insurance and visa, and neither Party shall be held liable for such charges. Exchange Students shall have a medical insurance coverage that covers sanitary and funerary repatriation and shall be responsible for any health service fees.
12. *Accommodation:* Exchange students are personally responsible for securing their own housing accommodations. The Host Institution will give assistance to the exchange students in finding suitable accommodation.
13. *Applicability:* This Agreement applies only to exchange students. The obligations of the Parties under this Agreement do not apply to partners or dependents of exchange students.
14. *Data Protection:* The exchange of any personal information regarding any students will be done in terms

of any applicable data protection legislation according to the laws of the respective country.

## **V. Intellectual Property**

1. Any Intellectual Property belonging to either Party before the commencement of the Agreement will belong to that Party, and the other Party will not have a claim against such Background Intellectual Property, which may include, but are not limited to patent applications, inventions, discoveries and improvements, copyright in documents, computer software, drawings, designs, operational analysis, technology, course material and know-how and written material, including course material of whatever nature compiled for the purposes of this research.
2. It is the intention of the Institutions that all research derived from the collaborative efforts of the two Parties will be the joint property of both Parties, proportionate to the Parties' respective contributions, unless otherwise specified in a particular agreement.
3. In the event of any of the Parties wanting to use the jointly owned research for any further purpose i.e. delivering of papers and publishing of academic articles, the other Party's prior written consent will be obtained.

## **VI Steering Committee**

1. A steering committee will be established by the partner institutions.
2. The committee will consist of one representative of each of the partner institutions. For UC|Chile, the Dean from the Faculty of law will act as representative and for UZH, the Vice Dean for International Relations of the Faculty of Law will act as representative.
3. The chairperson will be from UC|Chile in even years and from UZH in uneven years.
4. The committee is responsible for strategic leadership and to deal with common concerns not falling within the responsibility of either party.

## **VII. General provisions**

1. *Validity of the Agreement:* This agreement and program becomes effective from the day the representatives of both institutions affix their signatures and continues for 5 years.
2. *Replacement of the current Exchange Agreement:* This Exchange Agreement replaces the above-mentioned Co-operation Agreement signed on January 26, 2017.
3. *Termination:* Independently of the above stated, this Exchange Agreement may be terminated by either Party upon giving six (6) months written notice. Termination will not affect the then-current student and faculty exchange program participants from completing their activities at the Host Institution.
4. *Modifications:* All modifications to this agreement must be in writing and signed by both parties.
5. *Exchange officers:* This program will be coordinated by the Student Center of the University of Zurich, Faculty of Law, Raemistrasse 74/2, 8001 Zurich, Switzerland in the case of UZH ([studentcenter@ius.uzh.ch](mailto:studentcenter@ius.uzh.ch)) and by Pontificia Universidad Católica de Chile, "Vice Presidency of International Affairs", Av. Libertador Bernardo O'Higgins 440, Santiago, Chile in the case of UC|Chile.

*On behalf of the University of Zurich*

*On the behalf of the Pontificia Universidad  
Católica de Chile*

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Prof. Dr. Michael Schaepman

President

Date: \_\_\_\_\_

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Dr. Ignacio Sánchez Díaz

Rector

Date: \_\_\_\_\_

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Prof. Dr. Thomas Gächter

Dean, Faculty of Law

Date: \_\_\_\_\_