**STUDENT EXCHANGE AGREEMENT**

**BETWEEN**

**FEDERAL UNIVERSITY OF PERNAMBUCO**

**AND**

**WUHAN UNIVERSITY**

This AGREEMENT is made and entered into by and between Federal University of Pernambuco (UFPE), having an address at Avenida Professor Moraes Rego, n 1.235, Cidade Universitária, Recife-PE, Brazil, 50670-901 (hereinafter referred to as “UFPE”) and Wuhan University, a University established and existing under the laws of the People’s Republic of China, and having an address at No. 299, Ba Yi Road, Wuchang District, Wuhan, Hubei Province P.R. China, 430072 (hereinafter referred to as “WHU”) and who may, from time to time, be hereinafter referred to individually as the “Party”/“Institution” or collectively as the “Parties”/ “Institutions”.

**WHEREAS:**

The Parties have agreed to establish a student exchange programme on the terms and subject to the conditions contained herein.

This student exchange covers all academic disciplines and includes summer schools as well.

It is the intention of the Parties to agree formally upon their responsibilities as set out below.

Now it is hereby agreed as follows:

**1. Definitions**

For the purposes of this Agreement, “Home Institution” shall mean the Institution at which the student intends to graduate and “Host Institution” shall mean the Institution which has agreed to accept the student from the Home Institution.

**2. Purpose of the Agreement**

The purpose of the student exchange is to enable students to take courses in a range of disciplines offered by the Host Institution for credits, which can be applied towards their degree at their Home Institution. This agreement also includes summer schools offered by WHU.

**3. Principles**

3.1 The maximum number of student participants is equivalent to 5 full year students annually. Students can study for 1 full year, 1 semester or 1 summer school. The total number of students participating from each institution will be dependent on the duration each student spends on exchange. 2 students attending a summer school would be counted as 1 student exchanging for one semester.

3.2 The absence of exchange of students during any one year does not nullify the Agreement.

3.3 Exchange students shall enroll as full-time, non-graduating students and are exempt from application and tuition fees at the Host Institution.

**4. Selection and Enrolment of Students**

4.1. Each year during the period of this Agreement, each Party may nominate to the other one or more students of high quality to be considered for exchange. Any imbalances in a given year should be corrected during the following year. Uncorrected imbalances after each year of the student exchange during the course of this Agreement will be resolved by mutual agreement between the Parties.

4.2 Each Party reserves the right to determine the final admission eligibility of exchange students nominated by the other Party. Each Party reserves the right to reject candidates in which case further candidates may be proposed.

4.3. Each Party shall send the other written confirmation regarding the number of participating exchange students and the courses opted by each student to the supervisors (refer to clause 7) at each Institution.

**5. Obligations of the Home Institution and Students**

5.1 Exchange students shall pay tuition and any other study related costs to their Home Institution.

5.2 Exchange students shall be responsible for their own financial support including international transportation, accommodation, living expenses and insurance. The Host Institution shall bear no responsibility for providing funds to any exchange student for any purpose.

5.3 While exchange students shall be responsible for securing their own accommodation, assistance will be provided by the Host Institution in locating appropriate accommodation for exchange students.

5.4 Exchange students shall abide by the laws of the host country and the rules and regulations of the Host Institution. The Home Institution shall ensure that each exchange student possesses the appropriate travel document (the “Travel Document”), including without limitation any passport, licence, entry clearance, permit and/or visa, for the purpose of the exchange programme in accordance with this Agreement. Obtaining the appropriate Travel Document shall be the sole responsibility of the exchange student(s) and the Home Institution, and failing to comply with the foregoing, the exchange student(s) will not be accepted by the Host Institution for the exchange programme.

5.5 It is the responsibility of the exchange student to have obtained agreement from their Home Institution that upon successful completion of the subjects at the Host Institution, appropriate credit will be granted towards the degree at their Home Institution.

5.6 Participation in an exchange under this Agreement carries no expectation of subsequent transfer to the regular degree programmes of the Host Institution.

5.7 WHU will act on its own under this Agreement to assist its undergraduate students majoring in (programmes to be decided on and filled in upon mutual agreement between the Parties) apply for scholarships offered by China Scholarship Council (CSC), on the condition that the applicant student satisfies the following academic and language requirements: GPA 3.5 (4.0 based)/85 points (100 points based) or above; or IELTS 6.5 or above.

**6. Obligations of the Host Institution**

6.1 The Host Institution shall provide exchange students with an identifiable contact responsible for assisting students with enrolment and welfare issues.

6.2. The Host Institution shall send a pre-departure package to each of the incoming exchange students, and organize an orientation programme for the students upon their arrival.

6.3. The Host Institution will provide information to exchange students on local transportation from the airport to the campus.

6.4 The Host Institution shall establish records of exchange students as if they were regularly enrolled students. It is the responsibility of the exchange student to ensure he or she obtains a copy of his or her official academic results covering the subjects taken during the period of the exchange. At the completion of the exchange, the Host Institution shall mail an official transcript to the responsible officer of the Home Institution.

6.5 Each Institution shall assist its students in obtaining the appropriate visa for the period of the exchange. Notwithstanding this, each student shall be responsible for obtaining his/her visa, passport or other necessary documents and paying for the same. The Institutions shall not be liable for the failure on the part of the student in obtaining the necessary documents.

6.6 Exchange students have access to all facilities (library, sports and recreation, food outlets etc.) at the Host Institution.

**7. Exchange Programme Review**

Each Institution will nominate a supervisor, who shall supervise and coordinate the students’ acceptance and the resources required for the successful conduct of the student exchange programme.

These supervisors are:

|  |  |
| --- | --- |
| **Universidade Federal de Pernambuco** | **Wuhan University** |
| Profa. Dra. Maria Leonor Alves MaiaDesignação:Diretora de Relações InternacionaisUniversidade Federal de PernambucoAv. Prof. Moraes Rego, N. 1235, Cidade Universitária, Recife-PE, CEP: 50670-901BrasilTel: (55 81 21268006)Email: secci@ufpe.brcci@ufpe.br  | HE XIAOYING (Name of the coordinator)Designation:Collaborative Partnership ManagerOffice of International AffairsWuhan UniversityNo. 299, Ba Yi Road, Wuchang DistrictWuhan, Hubei ProvinceP. R. China 430072Tel: +86 (0) 27 68753626Fax: +86 (0) 27 87874669Email: exchange@whu.edu.cn |
|  |  |
| Responsibility for contractual arrangements:**Universidade Federal de Pernambuco**Profa. Dra. Maria Leonor Alves MaiaDesignação:Diretora de Relações InternacionaisUniversidade Federal de PernambucoAv. Prof. Moraes Rego, N. 1235, Cidade Universitária, Recife-PE, CEP: 50670-901BrasilTel: (55 81 21268006)Email: secci@ufpe.brcci@ufpe.br  | **Wuhan University**LUO ANNA (Name of the Deputy Director)Designation:Deputy DirectorOffice of International AffairsWuhan UniversityNo. 299, Ba Yi Road, Wuchang District,Wuhan, Hubei Province, P. R. China 430072Tel: +86 (0) 27 68753626Fax: +86 (0) 27 87874669Email: exchange@whu.edu.cn |

The supervisors shall be responsible for an annual review of the student exchange programme. The review is essential in order to make appropriate and mutually agreed modifications as may be required to the student exchange programme.

**8. Period of Agreement**

This Agreement will come into effect from the date of signature by both Parties and will remain in force for a period of four (4) years.

**9. Termination**

Either Party may terminate this Agreement in giving not less than six (6) months’ notice in writing of termination. However, each Party agrees that all continuing obligations to student are met in full subsequent to the notice of termination. Under such circumstances, students already participating in an exchange will be allowed to continue their studies at the Host institution under conditions explained at the time of their selection as exchange students.

**10. Notices**

Any notice or other document to be given hereunder shall be given by sending the same by registered post, facsimile or telex to the address of the relevant Party set out below, or to such other address as the Party may have notified to the other (notices posted to addresses in another country to be sent by air mail or facsimile).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Avenida Professor Moraes Rego, n 1.235, Cidade Universitária, Recife-PE,Brazil, 50670-901

|  |
| --- |
|  |
|  |

 |  | Wuhan University:Office of International AffairsNo. 299, Ba Yi RoadWuchang 430072Wuhan, HubeiP.R.China |

**11. Force Majeure**

Neither Party to this Agreement shall be liable to the other nor held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents, any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control or any other cause or contingency whatsoever beyond its reasonable control.

**12. Clause Headings**

Clause headings are inserted in this Agreement for ease of reference only and do not form part of this Agreement for the purposes of interpretation.

**13. Miscellaneous**

13.1 Both Parties shall remain free to pursue co-operative ventures with other parties, and nothing in this Agreement shall affect their ability to contact or collaborate with other parties.

13.2 This Agreement comprises the entire Agreement between the Parties in respect of its subject matter and supersedes all previous statements (whether written or oral) made by either Party and all previous agreements, understandings and arrangements between the Parties.

13.3 The Parties acknowledge that both Parties are subject to its local legislative requirements, and undertake to use all reasonable endeavours to cooperate, upon reasonable request, from time to time, to allow the Parties to fulfill its obligations under such legislative requirements.

**14. Variation**

No amendment or other variation to this Agreement shall be effective unless it is in writing, is dated and is signed by a duly authorized officer of each of the Parties.

**15. Law and Jurisdiction**

15.1 All disputes in connection with this Agreement or the execution there of shall be amicably settled through negotiation. When negotiation fails, the Parties may agree to refer the dispute to court proceedings.

15.2 Any proceedings relating to any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement instituted against a Party shall be brought in the courts of the country where the pursuing Party currently resides and shall be governed by and construed in accordance with law of the country where the pursuing Party currently resides.

IN WITNESS whereof, this Agreement has been duly executed by the duly authorized representatives of the parties and on the date below.

|  |  |
| --- | --- |
| **Wuhan University** | **Federal University of Pernambuco** |
| **Vice President****LI Fei**Date: | **Rector****Anísio Brasileiro de Freitas Dourado**Date: |