### ANNEX 1

## TO THE

## **ACADEMIC COOPERATION AGREEMENT**

## **BETWEEN**

## THE SCHOOL OF LAW OF THE UNIVERSIDAD DE CHILE

### AND

#### THE SCHOOL OF LAW OF TSINGHUA UNIVERSITY

#### STUDENT EXCHANGE

The purpose of this Annex 1 to the Academic Cooperation Agreement made and signed between the School of Law of the Universidad de Chile and the School of Law of Tsinghua University (hereinafter referred to as the "Agreement)" is to further regulate the terms and conditions for exchanges, the parties responsibilities, and the academic, scientific, administrative, and financial details for its implementation, as follows:

# 1. Academic Year

- The academic year at Tsinghua University consists of two semesters, from September to January and from February to July.
- b) The academic year at the Universidad de Chile consists of two semesters, from March to July and from August to December.
- c) The duration of the exchange will be for one academic semester. However, exchanges of one academic year will be permitted, if approved by both parties.

# 2. Number of Participants

- a) The Tsinghua University and the Universidad de Chile will send up to two (2) exchange students each year during the duration of the Agreement, unless this number is varied by mutual agreement.
- b) Both institutions 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 the Agreement, as necessary, to maintain a reasonable balance in the exchange.

# 3. Selection of Participants, and Admission

a) The home institution will screen applicants from its institution for the exchange. The host institution will reserve the right of making final judgment on the admissibility of each student nominated for the exchange.

- b) The exchange student must satisfy all admission requirements, including the language proficiency requirement of the host institution. The exchange students at the Tsinghua University need to achieve band 6 in HSK if they want to take Chinese courses. If the students only want to take English courses (not including the courses in LLM in Chinese Law), there is no specific requirement and language proficiency could be proved by any means. There is no specific language requirement for exchange students at Universidad de Chile and Spanish proficiency could be proved by any mean.
- c) Students participating in this program will continue as candidates for the degree of their home institution. Transfer of credit for work undertaken will be subject to the discretion of the home institution.
- The exchange student will enjoy the same rights and privileges, and be subject to the same rules and regulations as the students of the host institution,
- e) Each institution reserves the right to require candidates to complete the standard admission documents and to provide the results of any required entrance examinations. Full information should be provided on the courses that participants have taken at their home institution.
- f) The exchange will encompass all disciplines taught at the two institutions. Any exclusion would be discussed case by case.

## 4. Financial

- a) All exchange students shall pay tuition fees and other compulsory costs to their home institution.
- b) All payment for application, travel, medical insurance, accommodation, food, books and supplies shall be the responsibility of the individual participant. Neither institution shall be held liable for such charges.
- Exchange students entering the Universidad de Chile and Tsinghua University are required to have full medical and dental insurance prior to departure from their home country.
- d) If requested, students selected for the program shall satisfy the host institution that they have adequate funds for return transportation to the host institution, and for additional living costs during their enrolment at the host institution apart from those costs already specified in this Annex.
- e) Any incidental fees for services over and above those specified in this Annex shall be met by the visiting student. These fees shall be no greater than those normally paid by students of the host institution.

# 5. Responsibilities

- a) Tsinghua University and the Universidad de Chile agree to:
  - Accept the prescribed number of exchange students, to enroll them as full-time nondegree students, for either one or two semesters of the academic year, as determined by this Annex. Exchange students will register up to a maximum of 4 (four) courses per semester. Registration in language courses will be subject to separate negotiations. Registration in graduate level courses will be discussed case by case.
  - Accept as equivalent each other's tuition fee level, length of academic year, teaching methods, examinations, and related provisions as their own.
- b) At the conclusion of the exchange Tsinghua University and the Universidad de Chile agree to provide an official transcript on the achievements of the exchange student, but where official approval is required by the student before the release of the transcript, such approval will be sought by the host university.
- c) Tsinghua University and the Universidad de Chile agree to assist each exchange student by:
  - Providing pre-departure material, and post-arrival orientation;
  - Providing, each exchange student with the necessary documents to enable the exchange student to obtain the correct visa;
  - Information for appropriate accommodation;
  - Establishing an institutional body, or utilize an existing body, to oversee the exchange program, and to consider and rule on those policy matters related to the program;
  - Designating an administrative contact to deal with all correspondence related to this
    program, providing student support and advisory services.

# 6. Other Responsibilities

- a) The exchange student shall be entitled to the use of the host institution's facilities on the same basis as students of the host institution.
- b) Dependants are permitted to accompany the exchange student. However, all issues relating to airfares, visas, accommodation, and other matters regarding a/the student's dependant(s) shall become the entire responsibility of the exchange student.

# 7. Renewal, Termination, and Amendment

This Annex will commence from the date of signing, and continue thereafter for a period of five (5) years, and will automatically be renewed for additional 5-year periods, unless one of the contracting parties notifies the other in writing its intent to terminate at least three (3) months in advance of termination date. Any student who may have commenced at either institution before the date of termination may complete their courses of study by special agreement between the two institutions.

b) For conditions of the exchange not covered by this Annex, or for problems that arise during the course of the Exchange, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions. Amendments to this Annex may be made at any time, by correspondence, and only when agreed upon by both parties. Any amendments shall be added to the terms as appendices

For Tsinghua University

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Date: 24/4/2011

For the Universidad de Chile

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Date: 24/04/2011