



Student Exchange Agreement
between
Aalto University Foundation sr, Finland
and
Universidad Tecnológica de Panamá, Panama

Preamble

With reference to the Bilateral Student Exchange Agreements signed on 11 January 2016 for 2016-2019 and on 26 April 2012 for 2012-2015, within the framework of the Magalhães Network – SMILE Program, this agreement is entered into to renew student exchange collaboration between Aalto University Foundation sr operating as Aalto University (hereafter referred to as Aalto) and Universidad Tecnológica de Panamá (hereafter referred to as UTP), both hereafter jointly referred to as Institutions or Parties.

Article 1: Purpose and scope of the Agreement

The purpose of this Agreement is to establish a student exchange programme for undergraduate (bachelor) and graduate (master) students between Aalto and UTP. Postgraduate (doctoral) students' participation is also possible but subject to specific procedure and is negotiated on a case by case basis.

This Agreement is limited to students in the field of science and engineering. At Aalto this Agreement concerns students to and from the **School of Chemical Engineering; School of Electrical Engineering; School of Engineering** and the **School of Science**. For the UTP, this agreement concerns students to and from the **School of Civil Engineering, Electrical Engineering, Industrial Engineering, Mechanical Engineering, Computer System Engineering and Science and Technology**.

Article 2: Definitions

For the purpose of this Agreement, "home institution" means the institution at which the student is enrolled full-time and intends to graduate from, and "host institution" means the institution which has agreed to accept the student for an exchange period.

Article 3: Student selection and enrolment

3.1 Students participating in this exchange are required to be regular students registered in either undergraduate (bachelor), graduate (master) programme in the home institution. Undergraduate students participating in the exchange programme are required to have completed at least two years of study at their home institution.

3.2 Student quota per one academic year is **four (4) person semesters per institution**. Two person semesters equals 1 student for 2 semesters or 2 students for 1 semester each. The number of exchange students may be adjusted by mutual agreement. It is understood that a balance in number of students exchanged is sought over the Agreement period. The student quota concerns bachelor and master students. Doctoral student quotas are agreed separately on a case by case basis.

3.3 The home institution selects and nominates candidates for the exchange but the host institution reserves the right to make the final acceptance decision in each case. Nominations for exchange must meet the application requirements and deadlines designated by the host institution. Final decision will be made on the basis of the candidate's qualifications (e.g. academic record, language proficiency) and the availability of space.

3.4 Students participating in the exchange must have adequate language skills necessary to fulfil their academic work plan.

3.5 Exchange students are enrolled as full-time non-degree visiting students at the host institution.

Article 4: Institutions' responsibilities

4.1 Each institution shall undertake all necessary measures to facilitate mobility of students within this exchange programme.

4.2 The institutions shall provide each other with advice and assistance on local regulations and operations relevant to the student exchange collaboration. Each institution shall provide the other Party annual information on curriculum, application schedule etc. needed for arranging the student exchange. Contact information of persons responsible for administration and management of the Agreement and student exchanges is communicated and kept up-to-date.

4.3 Students are responsible for their own housing arrangements but the host institution shall make reasonable effort in assisting students in finding suitable accommodation.

4.4 Host institution shall give the exchange student an official transcript of records in English from the exchange period. Courses successfully completed at UTP will be recognized by Aalto as part of the student's degree programme. Courses successfully completed at Aalto will be recognized by UTP as part of the student's degree programme.

4.5 The requirement to pay tuition fees at the host institution is waived by the host institution; however, students shall continue to pay tuition fees and any other compulsory fees to their home institution.

Article 5: Student's rights and obligations

5.1 Exchange students shall be entitled to take part in any introductory or orientation programme that may customarily be arranged for international students at the host institution.

5.2 Exchange students must abide by the rules and regulations of the host institution. The host institution shall use reasonable endeavours in advising students on the main regulations, including work safety rules. Advice may be given for example in the form of welcome letters, website information and course specific instructions.

5.3 Each student will pay any tuition and mandatory fees at the home institution and shall not be assessed additional tuition or fees by the host institution.

5.4 Students are responsible for obtaining and bearing the costs and expenses for their own visas, insurance coverage, travel and living expenses during the exchange period. Home institution is responsible for advising the students on this.

5.5 The host institution can take disciplinary action against home institution's student. Any case of misconduct should, where possible, be reported by the host institution to the home institution and be supported by evidence.

Article 6: Liability and intellectual property rights

6.1 This Agreement does not create an obligation for either party to provide other resources than as specified in this Agreement. No supplementary funding commitments are created for either party by this Agreement.

6.2 Neither Party shall be responsible to the other Party for neither direct nor indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by gross negligence.

Each party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said party's obligations by it or on its behalf under this agreement or from its use of data or intellectual property rights.

For the sake of clarity, neither Party is responsible for student's acts or neglects.

6.3 Neither Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under this agreement by force majeure. Force majeure shall be considered to exist, inter alia, if an event prevents performance of the work on time or renders it difficult. It includes, inter alia, war, insurrection, natural disaster, pandemics, epidemics, widespread infectious diseases, travelling restrictions issued by an authority, interruption in general energy supply, fire, strike, embargo, material restriction imposed by the State budget or by the State on the activities of a Party and other uncommon reason beyond a party's control. Each party will

notify the other Party/parties of any force majeure without undue delay. Each party will notify the other Party/parties of any force majeure without undue delay.

6.4 This Agreement does not affect the institutions' nor the student's ownership to any intellectual property rights (IPR). When necessary, IPR shall be agreed separately in writing.

Article 7: Administration and validity of the Agreement

7.1 The institutions will regularly review the exchange created under this Agreement to assess the desirability and feasibility of continuing the relationship under present terms.

7.2 This Agreement shall enter into force upon signatures by representatives of both institutions. The Agreement shall be valid for five (5) years and it can be revised by mutual consent. The Agreement may be terminated by either party on one year's written notice. Notwithstanding the withdrawal from the Agreement, both parties will commit to fulfil their obligations with respect to the accepted exchange students.

Article 8: Dispute resolution

Any dispute arising out of this agreement shall be resolved amicably. Any dispute that cannot be solved by the responsible units shall be subject to negotiations between the Presidents of the Parties. In the event that amicable solution is not possible, the forum for the dispute shall be the defendant's court. In case of dispute about interpretation of terms which has not been resolved amicably, this agreement shall be interpreted by the laws of the defendant (excluding its choice of law provisions). For the sake of clarity, students must always abide by the host university's laws and regulations.

Article 9: Data Protection

Each party undertakes to take all necessary measures required by applicable legislation, regulations, and the parties' respective internal policies and procedures to ensure confidentiality and protection of data subjects' personal data. Each party agrees to use and/or process the personal data only for the purpose that is necessary for managing and administering the exchange programme and performing their obligations under this agreement.

The parties are subject to binding legislation in public access, data protection regulation (e.g. EU 2016/679 GDPR), as well as secrecy of information. Parties will comply with such legislation without any hindrance from the provisions of this agreement.

Processing of personal data is necessary for the performance of this student exchange agreement to select and nominate the student (data subject) to the host institution the student has applied for, to inform the home university of accepted incoming exchange students, to deliver academic records, to notify in case of emergency and to notify student's home university in case of violation of the rules and regulations of the host university.

Article 10: Signatures

The Agreement is made in English. It is signed in scanned format and stored electronically by both Parties. The scanned document is treated as original by Parties and their national legislation.

For Aalto University



Petri Suomala
Vice President, Education
Date and place: 14 October 2022
Espoo

For Universidad Tecnológica
de Panamá



Aris Castillo
International Affairs Director
Date and place: Panama
20/10/2022

