**Agreement for ACADEMIC EXCHANGe WEEK**

**THIS AGREEMENT is made between:**

**East China Normal University,** represented by its Faculty of Education, located at 3663 North Zhongshan Road, Shanghai 200062, China

**(hereinafter referred to as “ECNU”)**

**AND**

**☓☓☓☓ University,** represented by the Faculty of Education, located at ☓☓☓☓

**(hereinafter referred to as “☓☓☓☓ ”).**

**1. Purpose**

This agreement sets out the terms for an Academic Exchange Week program for visiting graduate students and staff between ☓☓☓☓ University (☓☓☓☓), represented by the Faculty of Education, and East China Normal University (ECNU), represented by its Faculty of Education.

**2. Program for Academic Exchange Week**

* 1. Each university may send up to a maximum of XXX representatives (composed of graduate students and staff) per year to the other university to participate in the Academic Exchange Week activities.
  2. The duration of each visit may range from one week to one month; the exact duration of each visit will be mutually agreed upon and documented in writing by the parties prior to the commencement of the visit.
  3. The exact number of graduate students and staff members to be exchanged between the universities will be determined by both parties on an annual basis, with the aim of maintaining a balanced representation of visitors from each institution.
  4. Both universities acknowledge that the principle of reciprocity shall govern the exchange of visiting students and staff members each year throughout the duration of this agreement unless explicitly waived by either university. The program will undergo an annual review by the collaborating institutions.
  5. Graduate students will participate in the exchange program as visiting scholars while maintaining their registration as students at their home university. They will continue to fulfill their tuition and other necessary fee obligations to their home university. It should be noted that the students will not be officially enrolled as students at the host university. However, they will have the opportunity to attend annual academic activities organized by both universities.
  6. Visiting staff members will have the opportunity to engage in the following activities:

1. Participating in meetings with academic staff to discuss research and explore potential avenues for further collaboration in areas of mutual interest;
2. Serve as guest lecturers in relevant seminars for students;
3. Deliver lectures to teachers and students at the host university; and
4. If feasible, teach selected courses to students at the host university.

**3. Responsibilities of Each University**

Each university will:

* 1. Arrange accommodation for the visiting students and staff as a host institution. However, both parties will be responsible for covering their own expenses.
  2. Grant access to libraries, campus internet connection, and related facilities to the visiting staff and students;
  3. Assume financial responsibility for supporting the exchange visits of its staff and students, including travel expenses but excluding personal living expenses which will be borne by each individual participating in the exchange;
  4. Ensure that the salaries of its staff are paid by their respective home university. The host university is not obligated to provide compensation to visiting staff unless otherwise agreed upon; and
  5. Screen the proposed visiting staff and students to ensure their compliance with the relevant eligibility requirements as advised by the host university.

**4. Responsibilities of the Visiting Staff**

* 1. Visiting staff will be responsible for personal expenses and obtaining sufficient insurance coverage for health, travel, and personal liabilities that are not otherwise covered by their home university.
  2. Visiting staff must adhere to the statutes, regulations, policies and procedures of the host university.
  3. During and after the visit, visiting staff must maintain the confidentiality of any confidential information they become aware of through their attendance as a visitor at the host university. Such information should only be used for the purpose of their visit and must not be disclosed or used for any other purposes. “Confidential information” refers to trade secrets, business and research information, student recruitment details and plans, research sponsor and contact lists, methodologies, and financial, marketing, technical, scientific, or commercial information of the university or its affiliated entities and associates. This information is considered confidential if it is marked as such, treated as confidential at the time of disclosure, or is of a nature that implies confidentiality. In return, the host university will treat any confidential information provided by visiting staff during their visit as confidential and will not use or disclose such information except to facilitate the visiting staff’s attendance.

**5. Responsibilities of the Visiting Students**

* 1. Visiting students will be responsible for personal expenses and obtaining sufficient insurance coverage for health, travel, and personal liabilities.
  2. The personal behavior of visiting students during their stay in the host country shall not be considered representative of universities, and the home university will not be held liable for their actions.
  3. Visiting students must comply with the statutes, regulations, policies, and procedures of the host university while engaging in activities there.
  4. Under the terms of this agreement, visiting students will not receive academic credit towards any academic program at the host university. However, the home university may recognize any academic credit earned at the host university at its own discretion.

**6. General Terms**

* 1. This agreement does not establish an agency, partnership, or joint venture between the universities. Both ☓☓☓☓ and ECNU will fulfill their obligations independently under this agreement. Neither university has the authority to create obligations or responsibilities outside of this agreement on behalf of the other.
  2. Both universities will facilitate the arrangements covered by this agreement, but neither will engage in any marketing or promotion of the other university or its courses without prior written approval from the other university.
  3. Each university must protect the privacy and data of the representatives from both institutions.
  4. ☓☓☓☓ undertakes not to engage in any acts that may cause ECNU to contravene the laws and regulations of the People’s Republic of China.
  5. ECNU undertakes not to engage in any acts that may cause ☓☓☓☓ to contravene the laws and regulations of ☓☓☓☓.
  6. Any disagreement or disputes arising from the execution, interpretation, or application of the agreement shall be resolved through negotiation between the parties.

**7. Term, Amendment, and Termination of Agreement**

* 1. This agreement becomes effective on the date when all parties have signed it (Effective Date).
  2. The agreement will remain in force for a period of three (3) years from the Effective Date.
  3. Either party may terminate this agreement by providing at least six (6) months’ written notice to the other party. Such notice of termination will not affect students or staff who have already commenced their visit to the host university.
  4. This agreement may be amended or extended by mutual consent in writing by the parties.

**8. Counterparts** **and Electronic Communications**

This agreement may be executed in counterparts, which together will constitute one document. Counterparts may be exchanged through a digital scan, which will be considered legally binding and have the same legal force and effect as the original signed counterpart

|  |  |
| --- | --- |
| **Signed** on behalf of  **East China Normal University**  **by its authorized representative:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Signed** on behalf of  **☓☓☓☓ University of**  **by its authorized representative:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Professor YUAN Zhenguo | Professor ☓☓☓☓ |
| Dean  Faculty of Education | Dean  Faculty of Education |
| Date: | Date: |