



Student Mobility Agreement between Shanghai Jiao Tong University and University of Chile

The purpose of this Student Mobility Agreement (SMA) is to aims to outline the terms and conditions for the student mobility partnership between Shanghai Jiao Tong University and University of Chile.

Participating Parties

- Shanghai Jiao Tong University
- University of Chile

Terms of the SMA

1. The two parties agree to student mobility for the purposes of learning abroad programs, for undergraduate and graduate students.

The Exchange Program

2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
3. Each institution may send up to 5 [five] students per academic year (or up to 10 [ten] semester students) to participate in the exchange. Ratios for short-term and summer programs participants will be confirmed by both institutions on annual basis. The number of participants may be increased subject to the mutual agreement of both universities.
4. It is expected that in any given year there will be an equal number of students exchanged from each institution.
5. Notwithstanding terms 3 and 4 above, while equal numbers in every year may not be possible, efforts will be made to have equal numbers exchanged over the duration of the agreement.
6. Exchange programs include study, research, and professional experiences. Field placement/practicum courses can be considered only when the host country immigration laws permit. Professional or community-based placements will require a separate placement agreement that needs to be signed by the employing organization.

Selection and Enrolment

7. The candidates will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree special students by the host institution. Candidates must satisfy admission requirements for special student status, including language proficiency requirements of the host institution. The host institution will have the right of refusal of any candidate who may appear to be unacceptable for the exchange.
8. Participants in the exchange are required to be enrolled in a fulltime degree program at their home university.
9. The participants will be free to choose courses from the full range available in the division to which they have been admitted at the host institutions, provided they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrollment.
10. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the SMA, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the SMA.

Administration

11. Each institution will appoint an individual to act as the coordinator for the exchange.
 - a. For University of Chile, the coordinator will be:
Aníbal Mella
Office of International Affairs
AV. Diagonal Paraguay 265, oficina 1705
Santiago, Chile
Phone: +56229782166
Email: pme@uchile.cl
 - b. For Shanghai Jiao Tong University, the coordinator will be:
Lili SHEN
Student Mobility Office
206, International Center (Dong Huiyuan Building 3), SJTU
Shanghai, China
Phone: 021-34203803
Email: lilishen@sjtu.edu.cn

12. The home institution will forward the profiles and transcripts of its candidates by the deadline determined by the host institution.
13. At the end of the academic year, the host institution will send to the home institution a report/official transcript of their academic achievement.
14. The participants will be guaranteed credit at their home institution for courses taken at the host institution, provided that their studies have received prior approval by the appropriate authorities and successfully completed with a minimum grade acceptable to their division at the home institution.
15. Participants in the exchange are non-degree candidates at the host institution. Participation in the exchange will not attract preferential status.

Insurance and Finances

16. Each participant in the exchange must ensure that they have adequate insurance coverage (illness and hospitalization, personal property, civil liability, vehicle, etc.) during their stay at the host institution.
17. All international exchange students at Shanghai Jiao Tong University are required to purchase a group comprehensive insurance in mainland China.
18. The participants in the exchange will pay the tuition and other compulsory incidental fees for the respective program at the home institution, as required by the home institution.
19. At the host institution, the participants of the exchange will not be required to pay tuition nor tuition related fees.

Accommodation

20. The Host Institution will make reasonable effort to assist participants in obtaining housing.

Intellectual Property

21. Nothing in this Agreement shall affect the ownership of intellectual property rights existing prior to this SMA or generated outside the Student Exchange Program which one Party agrees to make available to the other in the course of the Student Exchange Program.
22. Unless otherwise agreed by the parties in writing:
 - a. Intellectual Property created solely by personnel or students of one party shall be owned in accordance with the policies and procedures of that party;

- b. Intellectual Property created jointly by personnel or students of more than one party shall be owned jointly, subject to the policies and procedures of the relevant parties; and,
- c. In the case of joint ownership of Intellectual Property, the relevant parties will in good faith endeavour to establish a joint ownership agreement regarding the allocation and terms of exercising that joint ownership, taking into account the relevant contributions of the parties.

Industrial Property

With respect to the matter concerning industrial property and considering that this is a scientific collaboration agreement, it is convenient to establish that the parties with respect to all products, services, intellectual creations and other works originating or resulting from or on the occasion, directly or indirectly, of the Agreement, shall be the property of the party that has developed them, and shall grant the corresponding recognition to those who have intervened. In this sense, they may not be reproduced, replicated or used for other activities unrelated to the purposes of the same, emphasizing that the parties shall retain all their rights over their names, trademarks, logos, databases and other assets protected by the current legislation, and any use thereof must be expressly authorized by the other party.

In the event of early termination of this agreement, the parties shall allow the activities that are in progress to be carried out until their complete conclusion

Personal Information Privacy and Protection

“Personal Information” means; information about an identifiable individual.

- 23. Each party is subject to privacy legislation and policies.
- 24. Each party will protect all personal information in a manner consistent with legal and policy requirements as applicable to it, including those that relate to privacy, and to treat it as confidential and to ensure that it is collected, used, destroyed, and retained only as necessary for, and consistent with this agreement.
- 25. Each party agrees to notify the other as soon as practicable in the event of a privacy or security issue respecting personal information, or of a loss, disclosure, or sharing of personal information, whether required by law, accidental, unauthorized or otherwise.

Gender Violence

The parties declare to know and accept the internal regulations on sexual harassment, violence and gender discrimination in the academic environment of the University of Chile, expressed, particularly, in its University Policy to Prevent Sexual Harassment at the University of Chile (2017), and its models, in its Student Regulations (D.U. N°007586, of 1993), its Regulation of Student Disciplinary Jurisdiction (D.U. N°0026685, of 2019) and its Protocol of Action in the event of Complaints about sexual harassment, gender violence, workplace harassment and arbitrary discrimination (D.U. N°0026723, of 2024, instruments that

are permanently available on the following institutional website:
<https://direcciondegenero.uchile.cl/repositorio/>.

The parties declare to know and accept any equivalent legislation in the country of Shanghai Jiao Tong University.

Duration and Scope

26. The SMA shall take effect when signed by both parties, and will remain in effect for a period of five years. It can be amended and renewed for a second term by mutual written consent of the parties involved.
27. Both parties will review the terms of the SMA annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the SMA. Each party reserves the right to terminate this SMA upon six months written notice to the other. The participants already nominated by their home university at the date of notice shall be permitted to complete the program and all terms and conditions of the agreement shall apply until the last such program is completed.

Dispute Resolution

28. Except as provided herein, no legal action with respect to any dispute arising out of or relating to this Agreement may commence until the parties attempt to resolve the dispute by negotiation. The parties may refer the dispute to personnel who have the authority to intervene and participate in the dispute resolution process. If a dispute is not settled by the parties within ninety (90) days of the negotiation process, either party may propose that the dispute is referred to mediation, and the other party shall consider this proposal in good faith. The parties shall elect a third party by mutual consent, which shall examine the dispute or claim and provide recommendations. The cost of the mediation shall be determined by the mediator. Any dispute resolved pursuant to the mediation process shall be binding on the parties.

In witness whereof, the Parties will sign this Agreement in English.

Shanghai Jiao Tong University

University of Chile



President
Ding Kuiling

Date: 2025.5.6

Rosa Noemi
Deves Alessandri
4.775.065-2
29/04/2025 - 09:57
UNIVERSIDAD
DE CHILE
ESTE DOCUMENTO CONTIENE FIRMA ELECTRÓNICA AVANZADA
<https://ceropapel.uchile.cl/validacion/verificador>
CV: gxxfczzrrpbiiaddkobb3mdkgy

Rector
Rosa Devés Alessandri

Date: _____