



Universiteit Utrecht



**UNIVERSIDAD
DE CHILE**

STUDENT EXCHANGE AGREEMENT

between

UNIVERSITEIT UTRECHT

and

UNIVERSIDAD DE CHILE

GATHERED

Universidad de Chile, represented by its Rector, Prof. Rosa Devés Alessandri, residing at Av. Libertador Bernardo O'Higgins 1058, Santiago, and Utrecht University, represented by Mr. Ramon Ellenbroek MA, Head Student Life & International Mobility, hereafter designated as UU, come to celebrate this Student Mobility Agreement that will be governed by the provisions that are expressed below.

CONSIDERING

1. That both Institutions have common interests and that it is mutually beneficial to establish specific cooperation actions between them, in order to achieve significant contributions to the development of undergraduate and postgraduate students of each of the institutions.
2. That they are also interested in promoting student exchange between the two,

It is hereby agreed as follows:

1. Number of exchange students

1. Each year, both parties shall nominate a maximum of 2 full time equivalent (4 semester) students at undergraduate/graduate/BA/MA/ level for the partner university. Any variance in the number of exchange students each year may be negotiated and agreed by both parties before recruitment of students.
2. Both parties shall strive to assure that the numbers of students exchanged by each party shall be equal each year. For the purpose of determining this balance in the number of students exchanged, two exchange students participating for one academic term shall be equivalent to one exchange student participating for one academic year.

2. Duration of exchange

The period of the exchange shall be one academic term (semester) or one academic year. For UCHILE, the first term runs from March to July and the second term from July to December. For Utrecht University, the first term runs from September until the end of January and the second term from February until July.

3. Exchange programme

1. Exchange students shall pursue an academic programme developed in consultation with the student's Home University. The Host University will permit the exchange students to enrol with a normal course load and in all courses for which they meet the Host University's academic and language proficiency requirements. It is understood that quota restrictions and scheduling constraints may apply to all exchange students.
2. Both parties shall present on their websites the courses to be taught in English or Spanish.
3. Credits received during the exchange may be transferred to the Home University in accordance with the appropriate regulations of the Home University.
4. The Host University will provide the Home University with an official transcript for each exchange student upon completion of the exchange.

4. Recruitment and admissions

Exchange students shall be selected by their Home University on the basis of the following criteria: students shall have completed at least one year of university study prior to participation in the exchange and shall be in good academic standing. All students must meet the minimum requirements for English or local-language proficiency.

5. Tuition Fees

Provided they have paid the tuition fees to their Home University in accordance with the policies of that university, exchange students shall be granted a full tuition fee waiver and shall not be required to pay examination fees, matriculation fees or tuition fees to their Host University.

6. Housing and visa

1. Both parties shall do their best to provide (on campus) accommodation for exchange students. However, housing is not guaranteed. Students are responsible for the cost of their accommodation.
2. If a visa and/or residence permit is required, the Host University shall assist the student in obtaining this. Students are required to follow the instructions/directives given by the Host University.

7.A Students rights and responsibilities

1. Exchange students shall enjoy all the rights and privileges enjoyed by other students at the Host University.
2. Exchange students shall be subject to the rules and regulations of the Host University.
3. All travel costs, visa expenses and other expenses relating to the exchange, housing arrangements and living expenses shall be the individual responsibility of the exchange student. The student shall also be responsible for study material expenses, such as the cost of textbooks, field trips (if any) and other optional course charges.
4. The parties shall inform incoming students about appropriate health, accident, third party liability, travel and, if applicable, personal liability insurance cover as required by the Host University or the host country. Any medical expenses that exceed the cover provided by such insurance shall be borne by the exchange student.

7.B Respect of fundamental principles and other mobility requirements

The higher education institutions agree to respect of fundamental principles and other mobility requirements as outlined below. The higher education institutions agree to:

- Respect in full the principles of non-discrimination and to promote and ensure equal access and opportunities to mobile participants from all backgrounds, in particular disadvantaged or vulnerable groups.
- Apply a selection process that is fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility.
- Ensure recognition for satisfactorily completed activities of study mobility and, where possible, traineeships of its mobile students.
- Charge no fees, in the case of credit mobility to incoming students for tuition, registration, examinations or access to laboratory and library facilities. Nevertheless, mobile students may be charged additional small fees on the same basis as local students for miscellaneous costs, for example student union fees and the use of specific material relevant to their course of study. Where applicable the student will be notified first.

8. Liaison coordinator

Each party shall nominate a Liaison coordinator who shall act as the contact person for all matters concerning this agreement.

9. Student support

Each party shall ensure the nomination of tutors/supervisors for the students.

10. Finances

Each party shall bear its own costs and expenses.

11. Data protection: personal data of students

1. The Parties shall comply with the obligations and requirements of their relevant and applicable Data Protection Legislation in carrying out the processing of personal data. In the Netherlands and the European Union the applicable legislation will be the EU General Data Protection Regulation (GDPR).
2. Personal Data is any data concerning an identified or identifiable natural person, processed or to be processed by the parties in any way within the context of this agreement. Processing is any act or collection of acts concerning personal data, including in any case the collection, recording, ordering, storing, updating, scanning, digitising, changing, retrieval, consultation, use, provision by means of forwarding, distribution or any other provision method, compiling, association, as well as the protection, deletion or destruction of data, irrespective of the form of these personal data (digital or paper).
3. The Parties shall ensure that processing of personal data of students will only take place after a written consent of the Exchange Student is obtained.
4. The purpose of processing personal data is:

- organizing the exchange programme for the participating students (where it concerns the identifying data of the exchange students);
 - preventing fraud with the results achieved by the students in the exchange programme (where it concerns the exchange of the study results achieved by the exchange students).
5. The means used for exchanging data and the technical and organizational measures to ensure that processing of personal data is securely and confidentially.

UCHILE acknowledges and agrees that UU is bound by the provisions as defined in the EU General Data Protection Regulation (GDPR). This will be in accordance with the Guidance on Transferring Personal Data outside the European Economic Area ([Standard Contractual Clauses \(SCC\) | European Commission \(europa.eu\)](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en): https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en).

UU acknowledges and agrees that UCHILE is bound by Chilean laws, especially those contained in Article 19 N°4 of the Political Constitution of the Republic of Chile; in Law N°19. 628, on the protection of private life; and Law No. 20,575, which establishes the principle of purpose in the processing of personal data. In the same sense, it is hereby stated that the agreement and all documents and information shared by one party to the other, directly or indirectly related to the commitment, shall be treated as confidential information, which may not be used except for the purposes for which it has been shared and may not be disclosed to any other person without prior agreement of the parties, without prejudice to due compliance with the requirements arising from Law No. 20,285, on access to public information, or other legal or regulatory provisions applicable to the species.

6. When data processing is outsourced to a Third Party, a separate Data Processing Agreement must be signed between the Parties and the relevant third Party.
7. Each Party has a responsibility to inform the students about:
- the purposes for which the universities will store and process the personal data of the students
 - the legal basis for processing
 - the retention period
 - possible third party receivers of personal information.
8. The Parties agree to not divulge or expose a student's personal information obtained through the performance of the Agreement to any third-party except where
- the prior written consent of the Exchange Student is obtained,
 - applicable laws allow or compel disclosure of the relevant information, or
 - it is necessary for the protection of the wellbeing, safety or property of any person.

This provision shall survive after the termination of this Agreement.

12. No agency

Each institution will maintain its complete independence in relation to all matters present in this agreement, so neither party is authorized to act on behalf of or by representation of the other. Nothing in this Agreement is intended to create a business, joint venture, or contractual relationship. Neither

party has the authority to represent, make commitments or incur liabilities on behalf of the other party.

13. Intellectual property

The use, ownership and license of any intellectual property created by the faculty, staff or students of the University of UU will belong to the latter, as the case may be. The same principle applies to intellectual property created by the faculty, staff or students of Universidad de Chile.

None of the provisions established in this agreement will confer publicity or promotion rights to the other party, understanding within those the name of the institutions, their logos, registered trademarks or similar. The use of this type of information must be authorized in writing.

Each institution may use the name of the counterparty for purposes of reference to this agreement in its website, annual report or similar publications

14. Force majeure

Neither party will be responsible for failures or delays caused by events of force majeure. A force majeure event includes a national emergency, war, prohibitive government regulations, labor disputes, floods, terrorism, riots, or any other cause beyond the reasonable control of each party.

15. 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/>.

Respect is a key concept in the contacts between students and staff of the University. This is evident in, among other things, the style, tone and form of address in e-mails and direct contacts. Students, too, show one another respect. Students are prepared to help each other without risking the other's independence and fair assessment. They refrain from behaviour that may harm their fellow-students or the quality of their education. They respect each other's possessions and refrain from verbal and physical violence, discrimination and intimidation: <https://students.uu.nl/en/practical-matters/policies-and-procedures>

16. 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.

17. Period, modification and termination

This agreement shall be effective as of the last date of signature of the authorized representatives of the parties and shall remain in effect for a period of five (5) years. At the end of this period, the parties may renew this agreement by mutual written agreement.

Either party may express its intention to terminate the instrument by declaring its intention not to persevere in it, with a minimum notice of six (6) months, in which case the institutions shall honor the provisions of this agreement, respecting each of the activities in progress.

The terms of this agreement may be revised or modified by mutual agreement of the parties. No modification shall become effective until both institutions have signed the corresponding instrument that reflects such modifications. Early termination shall not affect activities already approved under this agreement and in progress at the time of termination.

18. Dispute Resolution and Governing Law

1. Any dispute arising from this agreement shall be referred for resolution in the first instance to the liaison officers / Exchange Coordinators.
2. If they are unable to resolve the matter within sixty days of referral, the dispute shall be referred to the President of the Executive Board of Utrecht University and the Rector of Universidad de Chile.
3. If the dispute has not been settled within sixty days of referral to the Presidents, or within such other period as the parties may agree upon in writing, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules. The Arbitral Tribunal shall apply the rules of law it determines to be appropriate.

19. Official versions

This agreement has been signed in 4 (four) originals, duplicates in Spanish and English, of the same content and identical legal validity. The English version is binding in the event of conflicting interests.

IN WITNESS WHEREOF, they sign this agreement

For Utrecht University

Utrecht, The Netherlands

For Universidad de Chile

Santiago, Chile



Ramon Ellenbroek MA
Head Student Life & International
Mobility
Utrecht University

Date

06/11/2025

Prof. Rosa Devés Alessandri
Rector
Universidad de Chile

Date
