



# STUDENT EXCHANGE AGREEMENT BETWEEN

THE LAW SCHOOL

OF THE BEIJING NORMAL UNIVERSITY, CHINA

AND

THE DEPARTMENT OF LAW

OF THE UNIVERSITY OF MACERATA, ITALY

#### Recitals

It is the intention of the two institutions to promote internationalization by stimulating and supporting inter-cultural exchanges between students from China and students from Italy.

Each institution desires that its students have an opportunity to enrich their educational experience by adding an international dimension to their studies. Further, it is the desire of each institution to allow participating students opportunities to broaden their perspectives and increase their awareness and understanding of other cultures and of international issues.

#### Article 1 Purpose

The objective of this Memorandum of Understanding (hereafter abbreviated as "MOU") for an exchange program for students is to establish a student exchange program between BNU and UniMC, based on the principles of mutual equality and reciprocity of benefits.

#### **Article 2** Definitions

In this Agreement unless the context implies otherwise: "exchange" shall mean a one-for-one exchange of students from each party; "exchange students" shall mean students participating in the student exchange program implemented herein; "student exchange program" shall mean the student exchange program established herein; "institutions" shall mean all parties to this Agreement, i.e. Law School of Beijing Normal University, Beijing China and the Department of Law, University of Macerata, Italy; "home institution" shall mean the party at which the student intends to graduate; "host institution" shall mean the party which has agreed to accept the exchange students from the home institution.

# Article 3 Number of Exchange students

A maximum of 10 students per semester will be exchanged between both institutions in each academic year. The number of students may be amended or varied by mutual agreement. For the purposes of reciprocity, one student enrolling for one academic year of study is equivalent to two students enrolling for one semester.

The exchange program aims for a balance in the number of students exchanged over the term of the MOU. If either university is unable to send the maximum number of students for study

during any year of the MOU, then that university will be eligible to send additional students, equal to the deficit, in the following year of the MOU. The intention is that over time, an equal number of student per semesters will be undertaken in each direction. The exchange program will be reviewed annually by the Institutions to determine the number of places available per semester under the exchange program for the subsequent year.

#### Article 4 Academic Year

A selected student may participate in the exchange program for one semester or academic year of study at the host institution.

The agreement of both universities must be obtained by the exchange student to extend the duration of study at the host institution into the following semester, subject to an academic year being the maximum duration of study at the host institution.

#### Article 5 Prerequisites for Selection

Both institutions will select students for this exchange program on the basis of merit and other non-discriminatory eligibility criteria as listed in Annex I.

The selected student must meet the admission requirements of the host institution and may have to fulfill other conditions, prerequisites and documentation for the host institution. The selected student will be nominated by the home institution for admission as an exchange student of the host institution in the following academic year.

#### Article 6 Selection & Nomination

The home institution will in each case be responsible for selecting students for exchange under the scheme and will forward all required documentation to the host institution to comply with their application procedures and deadlines.

Students chosen by the home institution shall normally be accepted by the host institution, but each institution reserves the right to decline to accept candidates. The home institution may appeal the rejection.

#### **Article 7** Status of Exchange Student

- (a) The student from the Law School of Beijing Normal University shall normally be accepted as full-time, non-degree seeking student at undergraduate or graduate level or as student in the Center for Language Studies. He/she may request to take examination on courses at the host institution. Any other appropriate status or a semester-wise combination of the above-mentioned student positions shall be considered by the host institution upon request by the student.
- (b) The student from the Department of Law of the University of Macerata shall normally be accepted as full-time, non-degree-seeking exchange Bachelor or Master student. The student can participate in the LL.M Program in Chinese Law at Beijing Normal University and may also participate in Chinese language courses, as offered by Beijing Normal University. He/she may request to take examination on courses at the host Faculty.
- (c) Exchange students are subject to the rules and regulations of the host institution, in addition to those of the home institution. Participation in an exchange under this agreement carries no expectations of subsequent transfer to the regular degree programs of the host Faculty.

#### Article 8 Fees & Expenses

The exchange students shall, in principle, be exempt from admission fees and all academic tuition fees at the host institution for attendance of regular academic lectures or for language programs. Students will pay the normal tuition fees at their home institution for the period of the exchange.

The exchange students are responsible for their travel and insurance expenses and such personal expenses as accommodation expenses, telephone charges, books, and expenses during vacation periods.

The institutions will make every effort to obtain, when available, scholarships and/or other financial assistance so that the financial burden for exchange students while at the host institution will be kept to a minimum. However, there is no guarantee that such financial assistance will be available and/or provided.

# Article 9 Registration & Administration

- i) The student participating in the exchange program will be registered as a non-degree, non-graduating or not-for-degree student for the duration of study at the host institution. This exchange program MOU excludes any expectation of a transfer to the graduating program of the host institution.
- ii) The host institution will ensure that the students are provided with the necessary documentation for obtaining the appropriate visa and will arrange an orientation program for the exchange students.
- iii) The host university will make every reasonable effort to provide university-approved or suitable accommodation on or off-campus. Accommodation, although not guaranteed, will be provided at the standard rates. Accommodation does not extend to dependents and/or spouses.
- iv) The home university will endeavor to ensure that outgoing exchange students are suitably prepared for their exchange experience in relation to both academic matters and matters of health, language and culture/local customs. The host university will provide appropriate assistance in these same matters for incoming exchange students.
- v) The host university will issue an official transcript of credits to the exchange student's home institution upon completion of the duration of study. Responsibility for the transfer of host institution credits rests with the home institution.
- vi) The host university will notify the home university as soon as it becomes aware of any emergency situation involving an exchange student.

#### Article 10 MEDICAL COVERAGE AND OTHER INSURANCES

Each student must obtain insurance to cover medical contingencies in the host country, as for hospitalization and other medical expenses. Students shall be liable for the health insurance and other insurances.

# Article 11 VISA

The institutions will extend due assistance to the exchange students in obtaining proper visa and in other related immigration and registration formalities. It is however the final responsibility of the exchange student to obtain his/her visa.

Article 12 Term and Implementation

- i) The MOU will come into force upon signature by the authorized representatives of both universities (the date being that of the final signature) and will remain in effect in the first instance for a period of 5 years.
- ii) Both universities may at any time review this Agreement and the actions taken under it. Modifications to this MOU may be made only in writing by mutual consent.
- iii) The MOU may be extended upon its expiry with the written agreement of both universities.
- iv) Either of the universities may terminate this MOU by written notification to the other university of its desire to terminate one year prior to the desired date of termination. The termination of this MOU shall not affect the implementation of the exchanges or programs approved under it prior to such termination.
- v) At the University of Macerata the responsible office will be International Relations Office. At BNU the responsible office will be the Office of International Exchange and Cooperation.

Both universities welcome the establishment of this exchange program and jointly agree to the terms of this MOU as set out above.

This MOU is a non-legally binding expression of the current intentions of the parties, and the parties will not incur nor be bound by any legal obligations or expense as a result of this MOU.

Beijing Normal University

University of Macerata

Francesco Adorest Date

Rector

University of Macerata

Prancesco Adorest Date

Rector

University of Macerata

21/06/2019

#### ANNEX I SELECTION CRITERIA-Article 5

The home institution must ensure that the student(s) selected for the exchange program:

- i. are registered as full-time undergraduate or graduate students of the home institution;
- ii. are students of good standing at the home institution;
- iii. propose an appropriate program of study at the host institution;
- iv. show the aptitude, motivation and maturity, to thrive in the environment at the host institution;
- v. have sufficient funds for all fees, personal and living expenses for the duration of study abroad at the host institution.
- vi. language waiver: the two Universities will not ask nominated incoming students for language certifications, given that the Partner Institution will select outgoing students with a good knowledge of English language, and given a mutual trust on selection.

#### PLAN OF MOBILITY ACTIVITIES OF STAFF FOR TEACHING

# BETWEEN THE UNIVERSITY OF MACERATA, DEPARTMENT OF LAW (ITALY) AND THE BEIJING NORMAL UNIVERSITY, SCHOOL OF LAW (CHINA)

The institutions named below agree to cooperate for the exchange of staff for teaching in the context of the Bilateral Agreement.

The development of all activities is subject to the budget availability.

# A. Mobility numbers per academic year

FROM	то	Subject area code [ISCED] <sup>1</sup>	Subject area name	Number of staff and mobility periods Staff Mobility for Teaching [total number of staff and total number of days of teaching periods]
DEPARTMENT OF LAW UNIVERSITY OF MACERATA (ITALY)	SCHOOL OF LAW BEIJING NORMAL UNIVERSITY (CHINA)	421	Law	2 teachers for 2 weeks each
		311	Economics	2 teachers for 2 weeks each
SCHOOL OF LAW BEIJING NORMAL UNIVERSITY (CHINA)	DEPARTMENT OF LAW UNIVERSITY OF MACERATA (ITALY)	421	Law	2 teachers for 2 weeks each
		311	Economics	2 teachers for 2 weeks each

Beijing Normal University (China)

By: Prof. Lu Jianping

Dean Law School

Beijing Namal University

Date:

**University of Macerata (Italy)** 

By:

Prof. Francesco Adornato

Rector

University of Macerata

Date: 27/06/2013

<sup>&</sup>lt;sup>1</sup> You can find the codes here: http://www.uis.unesco.org/Education/Documents/isced-fields-of-education-training-2013.pdf