

## **EXCHANGE AGREEMENT**

**between**

**Caucasus University, LLC, Georgia**

**And**

**Osh Technological University named after M.M. Adyshev, Kyrgyz Republic**

On one hand, Caucasus University (*Caucasus School of Architecture and Design, School of Economics, School of Technologies, School of Governance, School of Law, Education School*) and on the other hand Osh Technological University named after M.M. Adyshev (*Institute of Architecture and Construction, Institute of Economics and Management, Institute of Innovative Information Technologies, Institute of International Relations, Law, and Education*) recognize the educational and cultural exchanges, which can be achieved between the two universities, enter into this agreement to facilitate the exchange of students and scholars.

### **1. Definitions**

- i) For the purposes of this agreement, "home" university shall mean the university at which the student intends to graduate and "host" university shall mean the university that has agreed to accept the student from the home university.
- ii) Semester or academic year shall normally refer to the period relevant to the host university.

### **2. Purpose of the Agreement**

- i) The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating universities. This will promote academic linkages and enrich the understanding of the culture of the two countries concerned. In addition, to cooperate in the field of scientific and research development by participating jointly in scientific projects and jointly organising practical scientific conferences.
- ii) The purpose of exchanges between faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- iii) The purpose of each student exchange is to enable students to enrol in subjects at the host University for Credits, which will be applied towards their degree at their home university.

### **3. Responsibilities of Participating Universities and Students**

Each university shall undertake all those measures deemed to be reasonable to give maximum effect to this exchange programme.

- i) Each university agrees to accept and enrol exchange students on all levels of education as full-time "non-degree" students for the duration of their exchange.
- ii) Each student will be provided with the same academic resources and support service that are available to all students at the host university. Each University shall make every reasonable effort to assist in participating under the terms of this agreement in providing advice and supporting in accordance with its practices.
- iii) It will be the responsibility of each student to obtain official approval from his or her home university for subjects taken at the host university.
- iv) Exchange students will be subject to the rules and procedure as specified by the host university for the academic period in which the student enrols. The home university will be responsible for all matters concerning credit for subjects taken.
- v) Exchange students will be subject to local and national laws of the region and the host country.
- vi) Participating exchange students at both universities shall register through the normal registration procedures at the host university, but pay tuition at the home university. No tuition fees shall be payable to the host university.

### **4. Numbers**

- i) Each university can send up to four students each academic year per program – i.e. either two students for one semester each or one student for a full academic year, during the period of the agreement.
- ii) In principle, the exchange of students will occur on a one for one basis. This number may vary in any given year, but over a fixed period of five years, the total number of students participating must balance.

### **5. Selection and Enrolment of Students**

It is expected that only students of high academic quality will be selected by the home university to participate in an exchange programme. The home university will screen applications from its student body for exchange. Students, both undergraduate and graduate, are eligible to participate if they:

- i) For Undergraduate Studies, students should have completed minimum one year of

studies at their home university.

- ii) For Graduate Studies, students should have completed and passed what compares to three years of university studies within the relevant field.
- iii) Are enrolled at their home and host university for the full period of the exchange.
- iv) Have an enrolment proposal, approved by their home faculty and host university, and are deemed academically qualified to successfully complete the nominated subjects at the host university. Each university will inform the relevant International Office of subject availability, including enrolment limitations and conditions.
- v) Have obtained agreement from their home faculty, that upon successful completion of the subjects at the host university, full credit will be granted towards the degree at their home university.
- vi) Each university will meet the required deadlines for communicating the other part how many and which students have been selected for exchange. The host university reserves the right of final approval on the admission of a student. Where appropriate, the host university will establish language proficiency standards.

## **6. Student Status**

Exchange students participating under this Agreement will be admitted to the host institution as non-degree students. A student with non-degree status may not change to a degree-seeking status and the student is obliged to return to the home university after completing the exchange program.

## **7. Financial Responsibilities of the Host University**

- i) Exchange students will be provided with the following, by the host university, at no cost to the student:
  - attending lectures and taking an examination
  - orientation programme
  - statement of results

## **8. Financial Responsibilities of Exchange Students**

- i) Exchange students will be financially responsible for:
  - travel to and from the host university
  - books, stationery, etc.
  - travel documentation, visas, etc.
  - accommodation and living expenses
  - health coverage relevant to the exchange situation

Insurance will be the responsibility of the individual student. Students must show proof of health insurance that is valid abroad in order to be exempt from health insurance payments at the partner university.

The home university shall satisfy itself that a candidate for exchange has the ability to meet all his or her financial responsibilities as detailed above. This may include provision for a period of vacation if a student is participating in an exchange, which spans two semesters.

#### **9. Accommodation**

Incoming students will be guaranteed help in finding accommodation in a student hall of residence or, alternatively, in appropriate accommodation on a private basis or other appropriate housing. Students will be made aware that they are responsible for all costs associated with accommodation.

#### **10. Dependents**

It is not anticipated that spouses and dependents will accompany an exchange student. Where such an arrangement is proposed, it is subject to the approval of the host university on the understanding that all additional expenses incurred by accompanying spouses and dependents are the responsibility of the exchange student.

#### **11. Faculty or Staff Exchanges**

The two universities agree in principle to the possibility of exchanges by general staff (administrative) and faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the university staffing rules and relevant approval processes. The participating universities shall not be responsible for any private arrangements made by participating staff members covering exchange of accommodation, cars, etc.

#### **12. Exchange Programme Review**

Both universities will be responsible for a regular review of the exchange programme at least once every year. The review is essential in order to make appropriate and mutually agreed upon modifications as may be required and to identify new opportunities for co-operation in scholarship and research.

#### **13. Intellectual Property**

Each university retains exclusive rights to the use of its intellectual property, unless otherwise assigned or licensed in writing to the other university.

#### **14. Period of Agreement**

This agreement will come into effect from the date of signature by both parties and will remain in force for an initial period of five (5) years. Thereafter, it shall be automatically renewed from year to year. The agreement may be terminated by either party provided a written notice is

given to the other party six-months in advance. Both universities will honor acceptances offered to exchange students before the termination of this agreement for enrolment in the academic year following termination of the agreement on the terms that would have applied if the agreement had not been terminated.

#### **15. Responsible Persons**

The responsible person at administrative level at Caucasus University is the Director of International Relations Department, Ms. Ketevan Karbaia ([kkarbaia@cu.edu.ge](mailto:kkarbaia@cu.edu.ge)) and Vice-President for Internationalization, Ms. Irena Melua ([imeua@cu.edu.ge](mailto:imeua@cu.edu.ge)).

The responsible person at administrative level at Osh Technological University named after M. M. Adyshev designates Mr. Asanbek Akmataliev, Vice-Rector for External Relations ([akmataliev.asanbek@mail.ru](mailto:akmataliev.asanbek@mail.ru)) and Development, and Ms. Ainazik Akkozhoeva, Head of the International Relations Department ([iro.oshtu1@gmail.com](mailto:iro.oshtu1@gmail.com)).

#### **16. Choice of law and venue**

This Agreement shall be governed by and construed in accordance with the law of the country where the defendant party has its principal place of business excluding its conflict of law provisions to the extent such provisions would apply the law of another jurisdiction. Each of the parties irrevocably submits to the jurisdiction of the courts of the country of the defendant party. Such court shall also have jurisdiction in the event of counterclaim made by the defendant in the legal action.

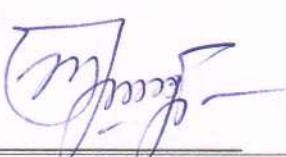
#### **17. Language of the Contract**

In case this agreement is translated into other languages than English and in the event of conflict between the English and the alternative version, the English version shall prevail.

#### **18. Signatures**

This agreement constitutes the entire agreement between the parties. No amendments, consent or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties.

The agreement has been accepted by both parties and supersedes any existing exchange agreement.

Osh Technological University named after M.M. Adyshev, Kyrgyz Republic 	Caucasus University, LLC, Georgia
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