ACADEMIC COOPERATION AGREEMENT

BETWEEN

THE SCHOOL OF LAW OF THE UNIVERSIDAD DE CHILE

AND THE SCHOOL OF LAW OF TSINGHUA UNIVERSITY

This Agreement is made and entered by and between the School of Law, of the Universidad de Chile, represented by its Dean, Professor Roberto Nahum Anuch, with legal address at Pio Nono N° 1, Providencia, Santiago, Chile, and the School of Law of the Tsinghua University, represented by its Dean, Professor Zhenmin Wang, with legal address at Mingli Building, Tsinghua University, Beijing, P.R. of China.

WITNESSETH:

Whereas, it would be mutually beneficial to establish a program of academic cooperation between the parties, in order to contribute to the development of their common objectives,

Whereas, the parties wish to state in writing their interest to work in joint programs and the terms under which they will accomplish mutual work,

Whereas, said statements and interests on both parties are to be described in the following articles,

NOW, THEREFORE, it is mutually agreed by the parties here to as follows:

Article 1. Objective

The objective of this Agreement is the development of exchange and cooperation activities in the academic, scientific and technological spheres between the parties.

Article 2. Subject Areas

The parties will identify the areas of common interest and will elaborate the projects that they wish to develop jointly.

Article 3. Activities

The activities foreseen in the previous article include, among others:

a) Faculty exchange
b) Student exchange
c) Exchange of and collaboration in publications
d) Development of joint research projects
e) Development of joint seminars and conferences, and in collaboration with third parties
f) Co-supervision of thesis and dissertations
g) Development of joint publications
Article 4. Working Procedures

Each project or activity identified as being of common interests will be described in an Addendum to this Agreement which will include the terms and conditions for exchanges, the parties’ responsibilities, and the academic, scientific, administrative, and financial details for its implementation.

The parties entrust their corresponding Directors of International Relations with the task of coordinating the preparation and implementation of projects. Both will propose ways to select and evaluate projects. Furthermore, they shall promote, within their own institutions, an adequate and successful student and faculty participation in programs implemented under the terms of this Agreement.

Article 5. Funding

Each project or activity agreed in Addendum to this Agreement will be funded individually, according to the resources available. The resources needed to implement such projects or activities will be negotiated with suitable funding agencies by the project coordinators, supported by both parties. Likewise and depending on resources available, the parties will develop activities funded with their own financial resources.

Article 6. Validity

After signature of this Agreement, the parties will submit its contents to their relevant national authorities; in as far as this is prescribed under legal or statutory obligation. According to the regulation of Tsinghua University, the present agreement must be approved before signature.

This Agreement is valid for a period of five (5) years, and will automatically be renewed for additional 5-year periods, unless one of the contracting parties notifies the other in writing its intent to terminate at least three (3) months in advance of termination date.

This Agreement will become effective on the date official representatives of both parties have signed the Agreement.

The present Agreement is signed in four (4) copies (two in Spanish and two in English), two (one in Spanish and one in English) for each of the parties.

IN WITNESS WHEREOF, the parties here to have executed this Agreement on the dates stated below.

Prof. Zhenmin Weng
Dean
School of Law
Tsinghua University

Prof. Roberto Nahum Andreotti
Dean
School of Law
Universidad de Chile

Date: 24/4/2011

Date: 24/4/2011
ANNEX 1
TO THE
ACADEMIC COOPERATION AGREEMENT
BETWEEN
THE SCHOOL OF LAW OF THE UNIVERSIDAD DE CHILE
AND
THE SCHOOL OF LAW OF TSINGHUA UNIVERSITY

STUDENT EXCHANGE

The purpose of this Annex 1 to the Academic Cooperation Agreement made and signed between the School of Law of the Universidad de Chile and the School of Law of Tsinghua University (hereinafter referred to as the “Agreement”) is to further regulate the terms and conditions for exchanges, the parties’ responsibilities, and the academic, scientific, administrative, and financial details for its implementation, as follows:

1. Academic Year
   a) The academic year at Tsinghua University consists of two semesters, from September to January and from February to July.
   b) The academic year at the Universidad de Chile consists of two semesters, from March to July and from August to December.
   c) The duration of the exchange will be for one academic semester. However, exchanges of one academic year will be permitted, if approved by both parties.

2. Number of Participants
   a) The Tsinghua University and the Universidad de Chile will send up to two (2) exchange students each year during the duration of the Agreement, unless this number is varied by mutual agreement.
   b) Both institutions will review the program annually for any imbalances in the number of exchange students, and will adjust the number of students over the duration of the Agreement, as necessary, to maintain a reasonable balance in the exchange.

3. Selection of Participants, and Admission
   a) The home institution will screen applicants from its institution for the exchange. The host institution will reserve the right of making final judgment on the admissibility of each student nominated for the
exchange.

b) The exchange student must satisfy all admission requirements, including the language proficiency requirement of the host institution. The exchange students at the Tsinghua University need to achieve band 6 in HSK if they want to take Chinese courses. If the students only want to take English courses (not including the courses in LLM in Chinese Law), there is no specific requirement and language proficiency could be proved by any means. There is no specific language requirement for exchange students at Universidad de Chile and Spanish proficiency could be proved by any mean.

c) Students participating in this program will continue as candidates for the degree of their home institution. Transfer of credit for work undertaken will be subject to the discretion of the home institution.

d) The exchange student will enjoy the same rights and privileges, and be subject to the same rules and regulations as the students of the host institution,

e) Each institution reserves the right to require candidates to complete the standard admission documents and to provide the results of any required entrance examinations. Full information should be provided on the courses that participants have taken at their home institution.

f) The exchange will encompass all disciplines taught at the two institutions. Any exclusion would be discussed case by case.

4. Financial

a) All exchange students shall pay tuition fees and other compulsory costs to their home institution.

b) All payment for application, travel, medical insurance, accommodation, food, books and supplies shall be the responsibility of the individual participant. Neither institution shall be held liable for such charges.

c) Exchange students entering the Universidad de Chile and Tsinghua University are required to have full medical and dental insurance prior to departure from their home country.

d) If requested, students selected for the program shall satisfy the host institution that they have adequate funds for return transportation to the host institution, and for additional living costs during their enrolment at the host institution apart from those costs already specified in this Annex.

e) Any incidental fees for services over and above those specified in this Annex shall be met by the visiting student. These fees shall be no greater than those normally paid by students of the host institution.
5. Responsibilities

a) Tsinghua University and the Universidad de Chile agree to:
   
   - Accept the prescribed number of exchange students, to enroll them as full-time non-degree students, for either one or two semesters of the academic year, as determined by this Annex. Exchange students will register up to a maximum of 4 (four) courses per semester. Registration in language courses will be subject to separate negotiations. Registration in graduate level courses will be discussed case by case.
   - Accept as equivalent each other's tuition fee level, length of academic year, teaching methods, examinations, and related provisions as their own.

b) At the conclusion of the exchange Tsinghua University and the Universidad de Chile agree to provide an official transcript on the achievements of the exchange student, but where official approval is required by the student before the release of the transcript, such approval will be sought by the host university.

c) Tsinghua University and the Universidad de Chile agree to assist each exchange student by:
   
   - Providing pre-departure material, and post-arrival orientation;
   - Providing, each exchange student with the necessary documents to enable the exchange student to obtain the correct visa;
   - Information for appropriate accommodation;
   - Establishing an institutional body, or utilize an existing body, to oversee the exchange program, and to consider and rule on those policy matters related to the program;
   - Designating an administrative contact to deal with all correspondence related to this program, providing student support and advisory services.

6. Other Responsibilities

a) The exchange student shall be entitled to the use of the host institution's facilities on the same basis as students of the host institution.

b) Dependants are permitted to accompany the exchange student. However, all issues relating to airfares, visas, accommodation, and other matters regarding the student's dependant(s) shall become the entire responsibility of the exchange student.

7. Renewal, Termination, and Amendment

This Annex will commence from the date of signing, and continue thereafter for a period of five (5) years, and will automatically be renewed for additional 5-year periods, unless one of the contracting parties notifies the other in writing its intent to terminate at least three (3) months in advance of termination date. Any student who may have commenced at either institution before the date of termination may complete their courses of study by special agreement between the two institutions.

b) For conditions of the exchange not covered by this Annex, or for problems that arise during the course of the Exchange, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
c) Amendments to this Annex may be made at any time, by correspondence, and only when agreed upon by both parties. Any amendments shall be added to the terms as appendices

For Tsinghua University

Prof. Zhenmin Wang
Dean
School of Law
Tsinghua University

Date: 24/4/2011

For the Universidad de Chile

Prof. Roberto Nahum Anuch
Dean
School of Law
Universidad de Chile

Date: 24/04/2011