

**Student Exchange Agreement  
between  
Aalto University, Finland  
and  
The Tongji University, China**

**Preamble**

With reference to the previous agreement on student exchange, this agreement is entered into to establish student exchange collaboration between Aalto University (hereafter referred to as Aalto) and Tongji University (hereafter referred to as Tongji) (hereafter referred to as Institutions or Parties).

**Article 1: Purpose and scope of the Agreement**

The purpose of this Agreement is to establish a student exchange programme for undergraduate (bachelor) students and graduate (master) students between Aalto and Tongji. Post graduate (doctoral) students' participation is also possible but may be subject to specific procedure and is negotiated on a case by case basis.

This Agreement is limited to students in the field of Science and engineering, and in the field of Art, design and architecture. At Aalto this Agreement concerns students to and from the Schools of Chemical Engineering, Electrical Engineering, Engineering, Science (schools of technology), and School of Art, design and architecture. At Tongji this Agreement concerns students to and from the Schools of Software Engineering, Civil Engineering, Mechanical Engineering, Material Science and Engineering, Environmental Engineering (Institute of Environment for Sustainable Development), Life Sciences and Technology, Department of Mathematics, College of Design and Innovation, College of Architecture and Urban Planning. Other fields of study may be included by mutual written agreement.

**Article 2: Definitions**

For the purpose of this Agreement, "home institution" means the institution at which the student is enrolled full-time and intends to graduate from, and "host institution" means the institution which has agreed to accept the student for an exchange period.

**Article 3: Student selection and enrolment**

3.1 Students participating in this exchange are required to be regular students registered in either undergraduate (bachelor), graduate (master) or post graduate (doctoral) programme in the home institution. Undergraduate students participating in the exchange programme are required to have completed at least two years of study at their home institution.

3.2 Student quota per one academic year is twenty four (24) person semesters per institution for the schools of technology. Exchange quota with the School of Art, Design and Architecture is in total four (4) person semesters, of which two (2) for architecture and two (2) for other fields of the School of Art, Design and Architecture. Two person semesters equals 1 student for 2 semesters or 2 students for 1 semester each. The number of exchange students may be adjusted annually by mutual agreement. It is understood that a balance in number of students exchanged is sought over the Agreement period and that the balances are kept separately for the schools of technology and the school of art, design and architecture.

The student quota concerns bachelor and master students. Doctoral student quotas are agreed separately on a case by case basis.

3.3 The home institution selects and nominates candidates for the exchange but the host institution reserves the right to make the final acceptance decision in each case. Nominations for exchange must meet the application requirements and deadlines designated by the host institution. Final decision will be made on the basis of the candidate's qualifications (e.g. academic record, language proficiency) and the availability of space.

3.4 Students participating in the exchange must have adequate language skills necessary to fulfill their academic work plan.

3.5 Exchange students are enrolled as full-time non-degree visiting students at the host institution.

#### **Article 4: Institutions' responsibilities**

4.1 Each institution shall undertake all necessary measures in order to facilitate mobility of students within this exchange programme.

4.2 The institutions shall provide each other with advice and assistance on local regulations and operations relevant to the student exchange collaboration. Each institution shall provide the partner annual information on curriculum, application schedule etc. needed for arranging the student exchange. Contact information of persons responsible for administration and management of the Agreement and student exchanges are set out in Annex A to this agreement.

4.3 Students are responsible for their own housing arrangements but the host institution shall make reasonable effort in assisting students in finding suitable accommodation.

4.4 Host institution shall give the exchange student an official transcript of records in English from the exchange period. Courses successfully completed at Tongji will be recognized by Aalto as part of the student's degree programme. Courses successfully completed at Aalto will be recognized by Tongji as part of the student's degree programme.

#### **Article 5: Student's rights and obligations**

5.1 Exchange students shall be entitled to take part in any introductory or orientation programme that may customarily be arranged for international students at the host institution.

5.2 Exchange students must abide by the rules and regulations of the host institution. The host institution shall use reasonable endeavours in advising students on the main regulations, including work safety rules. Advice may be given for example in the form of welcome letters, website information and course specific instructions.

5.3 Each student will pay any tuition and mandatory fees at the home institution and shall not be assessed additional tuition or fees by the host institution.

5.4 Students are responsible for obtaining and bearing the costs and expenses for their own visas, insurance coverage, travel and living expenses during the exchange period. Home institution is responsible for advising the students on this.

5.5 The host institution can take disciplinary action against home institution's student. Any case of misconduct should be reported by the host institution to the home institution and be supported by evidence.

#### **Article 6: Liability and intellectual property rights**

6.1 This Agreement does not create an obligation for either party to provide other resources than as specified in this Agreement. No supplementary funding commitments are created for either party by this Agreement.

6.2 Neither party to this agreement shall be liable to the other party for any indirect or consequential damages or losses. In any event, the aggregate liability shall not in any event exceed ten thousand euro (EUR 10,000) whether in contract, tort or otherwise arising out or in connection with this agreement. The limitations of liability shall not apply for damages caused by willful conduct or gross negligence. There is no joint financial liability between parties for damages caused by the other party towards third parties.

6.3 This Agreement does not affect the institutions' or the student's ownership to any intellectual property and does not constitute or give rise to any transfer of ownership or user rights, unless specifically otherwise agreed in connection with a program or a course. In the event that there is a patentable invention the parties shall always make separate agreement on the subject matter in writing.

### **Article 7: Administration of the Agreement**

7.1 The institutions will regularly review the exchange created under this Agreement to assess the desirability and feasibility of continuing the relationship under present terms.

7.2 This Agreement shall enter into force upon signature by representatives of both institutions. The Agreement shall be valid for five years and it can be revised by mutual consent. The Agreement may be terminated by either party on one year's written notice. Notwithstanding the withdrawal from the Agreement, both parties will commit to fulfil their obligations with respect to the accepted exchange students.

### **Article 8: Applicable Law and Resolution of Disputes**

This agreement shall be governed by the laws of United Kingdom (excluding its choice of law provisions). Any dispute, controversy or claim arising out or in connection with this Agreement relating to breach, termination or validity thereof, shall be settled amicably. In the event that amicable solution is not possible, the dispute shall be settled by arbitration in accordance with arbitration rules of the International Chamber of Commerce. The place of arbitration shall be Hong Kong, Hong Kong.

### **Article 9: Signatures**

The Agreement is signed in duplicate in English, one for each signatory Party.

For Aalto University

For Tongji University



Eero Eloranta  
Vice President

Wu Jiang  
Executive Vice President

Date and place:

Date and place:

*Espoo 20.1.2017*

*Jan. 10, 2017*

*Shanghai*