



Bar-Ilan University
אוניברסיטת בר-אילן



山东大学
SHANDONG UNIVERSITY

AGREEMENT BETWEEN
BAR-ILAN UNIVERSITY, Ramat Gan Israel
AND
SHANDONG UNIVERSITY, Jinan China
ON
PROGRAMME OF VISITING STUDENTS IN PHYSICS

1. Parties

This agreement is made between:

- 1.1. Bar Ilan University, Ramat Gan, Israel 5290001 (referred to below as "BIU") and
- 1.2. Shandong University, Jinan, Shandong, 250100, P.R. China, (referred to below as "SDU").

2. Period of the Agreement and Potential Renewal

The effective date of this agreement starts from 22 October, 2017 (first day of 2017-2018 academic year). Unless earlier terminated as provided for, this agreement will continue in effect until 31 August, 2020 (three academic years). The agreement may be renewed upon mutual agreement of the parties.

3. The BIU Program

- 3.1 BIU agrees to annually admit up to 15 undergraduate students from Physics Program of SDU into an appropriate academic programme in Department of Physics, BIU. SDU Students will take courses in the third year of the appropriate academic program within the BIU Physics Department.
- 3.2 For any year in which more than 5 SDU Students are admitted under this agreement, the students will collectively be referred to the "SDU Student Cohort" for that particular year (e.g., the "2018 SDU Cohort").

4. Admission Process

- 4.1 To be eligible for admission to the BIU Program:
 - 4.1.1 SDU Student applicants must have successfully completed their second year of Physics program in SDU. In the first academic year (2017-2018), eligible SDU Students include those who are currently in their third year of Physics Programme at SDU.
 - 4.1.2 SDU Student applicants should also have obtained a test score from a standard test in English language equivalent to IELTS 6.5 or TOEFL 90 (IBT).
 - 4.1.3 SDU Student applicants will be interviewed by a committee of professors from the SDU Physics Program and BIU Physics Programme.
- 4.2 The Global Education Office for Undergraduates at BIU University, in consultation with the BIU Undergraduate Admissions Office, shall have the sole authority to make and communicate admissions decisions based on BIU criteria.
- 4.3 While in the BIU-SDU Program, Students be subject to all academic rules that are applicable to other BIU University students.

5. SDU Obligations

5.1 SDU will provide to BIU details of the syllabuses and methods of assessment for the first two years of the SDU Physics Programme (or such other programmes and relevant years as added pursuant to this agreement).

5.2 SDU will inform the appropriate academic contact person(s) at BIU of any proposed change to these syllabuses or assessment methods.

5.3 Within 2 weeks of the effective date of this agreement, SDU will nominate a SDU Representative to act as the point of contact with BIU with respect to this agreement.

5.4 The number of SDU undergraduate students attending the BIU- SDU Physics Programme will not be less than 5 per year.

5.5 For this academic year (2017-2018), SDU students must arrive in Israel between 18-22 of October, 2017.

6. **BIU Obligations**

6.1 On the basis of the information supplied under 5.1 and 5.2, BIU Physics Department will advise SDU on an annual basis of the admission criteria the courses provided in English for SDU Student applicants that are different from those presently in place at BIU.

6.2 BIU will provide up to date information, on an annual basis (before the start of the academic year), about the syllabus, teaching and examination methods from the 3rd year of the relevant BIU Physics Program.

6.3 Within 2 weeks of the effective date of this agreement, BIU will nominate a BIU Representative to act as the point of contact with SDU with respect to this agreement and to be responsible for the operational details of this agreement.

6.4 BIU will identify one or more appropriate academic contact persons within BIU with respect to this agreement as the main point of contact for all academic matters relating to this agreement.

6.5 BIU will provide to SDU information about the liberal arts courses at BIU which BIU science students are required to take. SDU Students in the BIU- SDU Program will be encouraged by SDU to take appropriate liberal arts courses while they are at BIU, provided the parties have reached a mutual written agreement to allow for this.

6.6 Upon request from SDU Students and upon payment of applicable fees, BIU will provide an official transcript to SDU Students who have successfully completed the BIU- SDU Program.

7. **Financial Agreement**

7.1 Each SDU Student is responsible for paying 12,000\$ to Bar Ilan University to cover room and board, and in part for the tuition. SDU students will cover all their expenses by themselves. Each year, BIU will provide a document containing the precise details about the payment amounts and schedule.

7.2 BIU is not responsible for expenses associated with this agreement, including but not limited to, the cost of SDU students' travel, books, other mandatory university fees, and personal living expenses.



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7.3 As a condition of matriculation, SDU Students are required to purchase health insurance before coming to BIU. Details about the insurance options can be found in a document that will be provided by BIU each year.

7.4 SDU will strongly encourage SDU Students to pursue summer research experience at BIU following the completion of their junior year at BIU, and BIU will support this encouragement. BIU will not be responsible for providing, securing or funding this experience. SDU students must secure the necessary visa extensions to remain in Israel for any summer experience beyond the original two semesters of study and cover relevant expenses by themselves.

8. Termination

8.1 This agreement may be terminated in writing by either Party with respect to the next SDU Student Cohort upon four (4) months written notice.

8.2 This agreement may be terminated immediately by either Party if the other Party is in material breach of the terms of this agreement provided the Party seeking to terminate the agreement must give the other Party written notice stating all reasons for the claim of material breach, and thirty (30) days in which to cure the breach.

8.3 Should the agreement be terminated or modified, BIU will seek to do what is reasonable to ensure that such alterations will not disadvantage students already embarked on the BIU-SDU Program.

9. Confidentiality

All communications between BIU and SDU which are marked "Confidential" shall be kept confidential by the receiving party unless and until they come legitimately into the public domain or are required to be disclosed by law.

10. Compliance with Laws

Neither party will violate, or cause the other party to violate, the Israel Foreign Corrupt Practices Act or any other applicable anticorruption laws or regulations in connection with this Agreement and each Party agrees that it will not pay, offer, promise or authorize the payment or transfer of anything of value, directly or indirectly to (i) any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or (ii) any other person or entity if such payments or transfers would violate the laws of the country in which made or the laws of Israel.

11. Force Majeure

In the event that either party hereto will be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, epidemic, reasonable apprehension of epidemic, fire, earthquake, flood or other natural calamity, explosion, war, invasion, insurrection, riot, mob violence, terrorist activity, civil commotion, sabotage, malicious mischief, strike, lock-out, condemnation, governmental restriction or embargoes, an order by civil, military or naval authorities, impossibility of obtaining materials, travel restrictions or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party

in question (a "Force Majeure Event"), such party will be excused from performance hereunder for so long as such Force Majeure Event is occurring, provided, however, that such party will (i) give the other party prompt written notice thereof and (ii) take all reasonable measures to mitigate the effect of the Force Majeure Event.

12. Independent Contractor

BIU and SDU acknowledge and agree that each is acting hereunder as an independent contractor, and nothing contained herein will be construed or interpreted as creating any other relationship between the parties including, but not limited to, the relationships of an employer/employee, principal/agent, partnership, or joint ventures. Neither party will have the right, or be permitted to represent itself as having the right, to bind or obligate the other party in any manner whatsoever.

13. Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior, contemporaneous or other oral or written statements, representations or agreements by or between the parties.

14. Amendments

Any modification or amendment of any provision of this agreement must be made in writing and signed by an authorized representative of each party.

15. Dispute Resolution

With respect to any dispute or controversy in connection with this agreement, a party will notify the other party in writing of the existence of the dispute or controversy, and a representative of the parties with authority to resolve such dispute will meet and negotiate in good faith to attempt to resolve the matter. If such efforts do not resolve the dispute within sixty (60) days, at the request of either party by written notice to the other party, the dispute will be resolved by binding arbitration under the rules of the Israeli Law. Judgment. The arbitrator will be designated by the parties or, if the parties cannot agree on an arbitrator within ten (10) days after a request for arbitration hereunder, each party will designate an arbitrator and the arbitrators so designated will designate a separate arbitrator who will conduct the arbitration. The decision of the arbitrator will be binding and conclusive upon the parties. The arbitrator, in the arbitrator's sole discretion, may, as part of the award to the prevailing party, require the non-prevailing party to pay the fees and expenses of such arbitration, including the fees and expenses of the arbitrator and the fees and expenses of the prevailing party (including reasonable attorneys' fees and expenses). In any arbitration or other effort to resolve a dispute in connection with this agreement, the law of Israel will govern, without giving effect to conflict of law provisions; the English language will be used; and the English version of this agreement will be used.

16. Third Party Beneficiary

This agreement will not create, and will not be construed to create, any rights enforceable by any person not a party to this agreement, including but not limited to, SDU Students.



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17. **Counterparts: Facsimile**

This agreement may be executed in multiple counterparts, each of which when taken together will constitute one and the same agreement, as applicable. Images of the executed signature pages to this agreement may be delivered by facsimile or other electronic means.

Michael Rosenbluh

Prof. Michael Rosenbluh
Vice President For Research
Bar Ilan University

Date

Chen Zijiang

Prof. Chen Zijiang
Vice President
Shandong University

Date

M. Lewenstein

Prof. Moshe Lewenstein
Dean of the exact sciences
Bar Ilan University

Date

Arie Zaban

Prof. Arie Zaban
Vice President For Research
Bar Ilan University

Date