
Student Exchange Program Agreement

This Agreement is made effective as of the 19th day of June, 2023 (the "Effective Date") between:



Universidade do Estado de Santa Catarina

and



University of Regina

WHEREAS:

- A. The **University of Regina** (located at 3737 Wascana Parkway, Regina, Saskatchewan, Canada S4S 0A2) and **Universidade do Estado de Santa Catarina** - UDESC, represented by its rector Professor Dilmar Baretta, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil (hereinafter each referred to in the singular as a "Party," "and in the plural as the "Parties") believe that the educative process at their respective Institutions will be enhanced, and mutual understanding between their respective students increased, by the establishment of a student exchange program (the "Program").
- B. The Parties wish to set out the principles and operational guidelines under which the Program will operate.

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein the Parties agree as follows:

1. DEFINITIONS:

"Academic Year"	means one year of academic study, consisting of and described as terms, quarters, or semesters.
"Confidential Information"	has the meaning ascribed thereto in Section 11(g).
"Exchange"	means a reciprocal education exchange experience for Students of each Institution.
"Home Institution"	means the Institution submitting a Student into the Program for an Exchange (which is also the Institution in which the Student is enrolled and from which the Student intends to graduate).
"Host Institution"	means the Institution receiving a Student in the Program for an Exchange.
"Institution"	means each of the University of Regina and Universidade do Estado de Santa Catarina.

“Personal Information”	has the meaning ascribed thereto in Section 11(b).
“Student”	means a student enrolled at either Institution who wishes to participate in the Program and obtain an Exchange experience through a Host Institution.
“Student Semester Unit”	means one student studying for one semester at the Host Institution; if one Student studies at an Institution for two semesters, that would be equivalent to two student semester units.
“Third Party”	has the meaning ascribed thereto in Section 11(e).

2. GENERAL CONDITIONS

- a. During each Academic Year of the Term of this Agreement, each Institution will provide an Exchange for up to three (3) undergraduate Student Semester Units at each Institution. The number of Student Semester Units may vary in any given year and any imbalance of Exchanges will be addressed in accordance with the terms of Article 3.
- b. Participating Students in the Program will be selected by their Home Institution, the method of selection to be determined by each Party hereto applying the following criteria in a general way:
 - i) Academic excellence at the Home Institution;
 - ii) The Student must satisfy all admission requirements of the Host Institution;
 - iii) The Student must have no history of academic or non-academic misconduct; and
 - iv) Evaluation of the Students' reasons for wishing to pursue the course of study made available through the Program.
- c. Students from Universidade do Estado de Santa Catarina must have successfully completed at least one year of study prior to applying for an Exchange, and must remain registered at Universidade do Estado de Santa Catarina during the Exchange. Students from the University of Regina must have successfully completed 30 credit hours of study prior to applying for an Exchange and must remain registered at the University of Regina during the Exchange.
- d. Students must be registered as full-time undergraduate students of the Home Institution in order to participate in an Exchange.
- e. Students must have a valid visa in order to maintain legal status in the country of the Host Institution.
- f. The Home Institution will endeavour to provide a pre-departure orientation to its Students participating in the Program. The Host Institution will provide a mandatory orientation program for the Students upon arrival or during the first week of the Exchange.

3. BALANCE

- a. If an exchange imbalance exists at the end of any given Academic Year (such that one Institution has provided an Exchange of more Student Semester Units than reciprocated by the other Institution), then one of the following options will apply:
 - i) With the agreement of both Parties the number of undergraduate Student Semester Units in a particular Academic Year may exceed three (3) where it is necessary to “balance” the number of Students obtaining an Exchange; or
 - ii) If an agreement pursuant to clause (a) above cannot be reached, Students will be able to study at the respective Host Institution on a fee-paying basis as International Undergraduate Visiting Students in order to “balance” the numbers of Students obtaining an Exchange.

4. NOMINATION OF STUDENTS

- a. Students who are nominated for an Exchange by their Home Institution must provide the following documentation:
 - i) The appropriate application form for the Host Institution;
 - ii) An official transcript from their Home Institution;
 - iii) A program of study to be undertaken by the student at the Host Institution, approved by their Home Institution as provided for in Article 5;
 - iv) A birth certificate or other proof of citizenship (a photocopy of the face page of the student’s passport is acceptable).
- b. The Host Institution will send a letter of acceptance to the participating Students to register, with copy to the appointed representative of the Home Institution.
- c. Each Institution will respect the admission requirements and enrolment constraints of the Host Institution. The Host Institution shall have final authority on admission decisions.
- d. The nomination deadline at the University of Regina in each calendar year is March 1st for the Fall intake (September); October 1st for the Winter intake (January). The nomination deadline at Universidade do Estado de Santa Catarina in each calendar year for Mobility starting in Spring Semester (February 27th - July 07th), Nominations begin on November 1st, and Application form available: December 12th to January 31st; And for Mobility starting in Fall Semester (July 31st - December 08th), Nominations begin on February 20th until April 03rd and Application form available: April 10th to May 31st. The specific dates on each semester is available on udesc.br/international/exchangeprograms/howtoapply.

5. ADMINISTRATION OF THE PROGRAM

- a. Each Party shall appoint a member of its staff to serve as the representative of the Institution in its contacts with the other Institution. The representatives will co-operate, as appropriate, with the Registrar and members of the academic staff in facilitating the Exchange process. The representatives will be the first point of contact in an emergency or a matter of discipline relating to an Exchange Student.
- b. Notices under this Agreement will be sent to the primary contacts of each Party as outlined in the Appendix A.
- c. Each Party will provide the other Party with a current course calendar containing a list of core courses available for the upcoming Academic Year in their language of instruction.

Course calendars can be posted on the website of the respective Institutions, failing which they must be sent by e-mail.

- d. The Parties agree to work together toward the integration of international exchange Students into Brazilian/Canadian student life.

6. ACADEMIC PROGRAM

- a. Each Student in the Program shall pursue an academic program which is developed in consultation with his/her Home Institution, and which is not in conflict with the regulations of the Host Institution.
- b. During an Exchange each Student will take courses regularly offered at the Host Institution, and will have all the rights and privileges enjoyed by other students of the Host Institution, and will continue to enjoy the rights and privileges enjoyed as a student of their Home Institution.
- c. During an Exchange each Student will be subject to the policies, rules and regulations of the Host Institution and may be subject to discipline for academic or non-academic misconduct by the Host Institution.
- d. The Host Institution will provide official academic transcripts to Students' Home Institution, as soon as possible after the end of the Exchange. Incoming students to the University of Regina are required to request their own transcript directly from the University of Regina Registrar's Office for a fee of \$15 CAD, regardless of the issuance method (e.g., digital or paper). Once issued, students will have access to their transcripts for 365 days.
- e. Any credit earned at the Host Institution by a Student may be transferred back to the Home Institution in accordance with procedures determined by the Home Institution.
- f. All students will remain enrolled as regular degree candidates at the Home Institution while on Exchange and will not be enrolled as candidates for degrees from the Host Institution.
- g. Students will remain eligible for any scholarships, bursaries, loans or other financial aid awarded toward their course of study at the Home Institution.

7. ACCOMMODATIONS

- a. The Host Institution will assist Students in identifying on-campus or off-campus housing for the duration of the Exchange. On-campus housing is not guaranteed at either Institution.
- b. If on-campus housing or other suitable University or College-approved accommodation is available, it will be provided to Exchange Students at a cost per student no greater than that charged to other students attending the Host Institution. The cost for such housing shall be paid by each Student as an individual and neither Institution shall be held liable for payment of such charges.

8. LANGUAGE REQUIREMENTS

- a. Students may be required to meet the language proficiency requirements as outlined by each Institution in order to participate in an Exchange (including any academic program).
- b. An option available to undergraduate Students who may require additional language training is to undertake this training at the Host Institution prior to beginning their academic studies. Fees for such training must be borne by the Student.
- c. If there are any language requirement changes at the Host Institution, it is agreed that any Student who has been accepted for an Exchange and has met the language proficiency requirements at the time of application, may complete their course of study under the original terms of acceptance.

9. TUITION AND FEES

- a. Any fees approved by the Parties, payable by Students participating in the Program shall not be greater than fees paid by students in the applicable Host Institution.
- b. During an Exchange the Students:
 - i) will pay the tuition and other required fees to their Home Institution; and
 - ii) will pay all non-tuition student fees as required by the Host Institution, and will then have access to the library, student and international office services, campus amenities and recreational facilities at the Host Institution during the term of the Exchange. The Host Institution will exempt Students from tuition and application fees.
- c. Incoming Students to the University of Regina are required to pay a mandatory activity fee of \$150 CAD to the Study Abroad and Mobility office.

10. MATTERS RELATING TO STUDENTS

- a. Students participating in the Program shall be responsible for all arrangements and costs relating to their travel to and from home and the Host Institution, and shall be fully responsible for all costs associated with their subsistence, accommodation and living expenses while in the host country, and must satisfy the Home Institution that s/he has sufficient funding for all such costs.
- b. Each Student selected for an Exchange shall satisfy the Home Institution that s/he has obtained all necessary documents (visa, study permit if needed, etc.) required by the host country and the Host Institution for the duration of the Exchange.
- c. Students participating in the Program shall, before departure from their home country, pay all costs normally required as if they were to continue studying at their Home Institution. These costs include tuition fees, tax and compulsory student association fees if applicable.
- d. Students will be responsible for ensuring that they have adequate health coverage during their participation in the Program and will be responsible for any costs associated with such coverage. Students must subscribe to an international travel insurance plan to cover personal accident, medical expenses and repatriation of remains, or to the Host Institution's health insurance plan, if required.

- e. It is the responsibility of the Students to ensure that there is no outstanding balance in their account at the Host Institution at the end of the Exchange. Any outstanding balance could result in a delay of sending official summary/transcript to the Home Institution.
- f. During the Exchange, Students will represent their Home Institution and therefore will be expected to exhibit appropriate professional behaviour including awareness of cultural differences and etiquette.
- g. If a Student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Exchange this will be considered as a completed Exchange from the Home Institution.
- h. In cases of academic and non-academic misconduct during the Exchange, the policies, regulations and procedures governing discipline for such misconduct of the Host Institution will apply. The applicable administrative officers responsible for such matters at each Institution will consult with each other and the Institutions will honour the disciplinary sanctions imposed by each other.
- i. The Institutions shall have the option of terminating the participation of a Student in an Exchange should that Student violate the laws or regulations of the Host Institution, or be found by a competent authority to have violated the laws of the host country. For further certainty, the Host Institution reserves the right to require the withdrawal of any Student from the Program or their Exchange whose academic standing or conduct warrants such action. The Host Institution will consult with the Home Institution before finalizing such action.

11. CONFIDENTIALITY AND PERSONAL INFORMATION

- a. **Obligations of the Parties:** Universidade do Estado de Santa Catarina acknowledges that the University of Regina is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* and *The Local Authority Freedom of Information and Protection of Privacy Regulations*. The University of Regina acknowledges that Universidade do Estado de Santa Catarina is subject to the rules of the Personal Data Protection General Law.
- b. **Consent:** The Parties will ensure that they obtain the necessary consents or provide the appropriate notice to the students of the Program to the collection, use, retention and disclosure of a Student's personal information (the "**Personal Information**") in accordance with applicable privacy laws.
- c. **Agreements Regarding Personal Information:** Each Party agrees:
 - i) to protect the Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification;
 - ii) to use the Personal Information only for the purposes of the Program and each Student's Exchange;
 - iii) to notify the other Party immediately, in writing, of any security breaches relating to the Personal Information;
 - iv) to inform the other Party of any request by an individual in respect of the existence, use or disclosure of any Personal Information;
 - v) to cooperate fully with the other Party in respect of any inquiry or complaint in respect of the Personal Information; and
 - vi) not to use the Personal Information for its own benefit or the benefit of third parties,

other than as provided for in this Agreement.

- d. **Compliance with Privacy Laws:** The Parties will comply with all privacy law as it relates to use and disclosure of the Personal Information and will ensure that the use of the Personal Information by the Parties will not result in the breach of any of the Parties' responsibilities or duties under any privacy law.
- e. **Third Parties:** In the event an Institution provides any Personal Information to a person who will be providing services to the Institution (a "**Third Party**"), the Institution shall ensure that the Third Party (including its agents, representatives and employees) agrees to comply fully with such Party's obligations hereunder, and to use and disclose the Personal Information only in the manner contemplated and permitted by this Agreement.
- f. **Breach or Unauthorized Disclosure:** If any of the Personal Information becomes or is likely to become available to any Person other than the Institutions, either as a result of the breach by the University of Regina or Universidade do Estado de Santa Catarina of their obligations hereunder, or as a result of the unauthorized disclosure or threatened disclosure of same by any present or former employee, agent or representative of University of Regina, of Universidade do Estado de Santa Catarina or a Third Party, University of Regina or Universidade do Estado de Santa Catarina shall immediately advise the other Party, and if so requested by the other Party, shall take all necessary and reasonable steps to prevent the breach of confidentiality and disclosure.
- g. **Disclosure and Safeguarding of Confidential Information:** The Parties may disclose confidential information, one to another, to facilitate work under this Agreement (the "**Confidential Information**"). Confidential Information shall be safeguarded and not be disclosed to anyone without a "need to know" within each Institution (as the case may be) or to third parties without appropriate confidentiality agreements suitable to the Parties, being signed. Each Party shall use its best efforts to protect Confidential Information from disclosure to third parties. In the event a confidentiality agreement is entered into with a third party, such confidentiality agreement will be jointly executed by the Institutions. The obligation to keep information confidential shall however not apply to information which, through no act or failure to act on the part of a Party:
 - i) is already known to a third party to whom it is disclosed;
 - ii) becomes part of the public domain without breach of this Agreement;
 - iii) is obtained from third parties which have no confidentiality obligations to the contracting Parties;
 - iv) is authorized for release by the disclosing Party; or
 - v) is required by law or regulation to be disclosed.
- h. **Required Disclosure:** In the event that Confidential Information is required to be disclosed pursuant to clause 11 (g), the Party required to make disclosure shall notify the other to allow that Party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

12. LIABILITY

- a. Neither Institution accepts any liability for accidents, injury or death occurring to Students, either on campus or off campus, nor any liability for debts or damages incurred by Students, in each case during an Exchange or in connection with their involvement in the Program.

13. GOVERNING LANGUAGE

- a. This Agreement is written in English. All reports and other documents required or which may be required by this Agreement must be written in English.

14. DISPUTE RESOLUTION

- a. The Parties agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual agreement of the Parties without reference to any third party or, local or international tribunal.
- b. In case that a mutual agreement is not possible, the parties agree that Canadian law is applicable for legal issues arising in Canada and Brazilian law is applicable for all legal issues arising in Brazil.

15. TERM OF THE AGREEMENT

- a. This Agreement shall remain in force for a period of five (5) years starting on the Effective Date unless earlier terminated in accordance with this Agreement.
- b. Representatives from both Parties shall discuss the terms of a renewal at least six (6) months prior to the expiration of the term of this Agreement.
- c. Either Party may terminate this Agreement by providing no less than six (6) months prior written notice.
- d. Either party may terminate this Agreement for cause or for breach of a material covenant provided that:
 - i) it provides the other party with thirty (30) days written notice to remedy such breach or remove the cause; and
 - ii) if the party fails to remedy the breach within thirty (30) days after receipt of the written notice or, where the breach is of a type which cannot be remedied within a thirty (30) day period, then if it fails to diligently commence and continue remedying the breach during the period from the time of notice until the breach is remedied.
- e. Notwithstanding the termination of this Agreement as provided in Article 15, paragraph c or d., it is agreed that any Student, who at the date of termination has been accepted into the Program or has commenced an Exchange at the Host Institution, may complete that course of study and the Exchange and the Parties will honour all commitments to such Students pursuant to this Agreement.

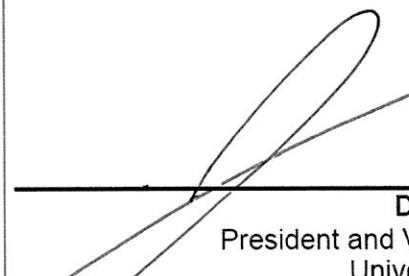
16. GENERAL

- a. **Further Assurances:** Each Party hereto shall do or cause to be done all such acts and

things and execute or cause to be executed all such agreements and other documents as may be necessary or desirable to carry out and/or implement the provisions or intent of this Agreement.

- b. **Counterparts:** This Agreement may be executed either in original or facsimile form by the Parties in counterparts and such counterparts together shall constitute one and the same Agreement.
- c. **Amendment:** No modifications or amendment to this Agreement may be made unless otherwise agreed to in writing by the Parties hereto.
- d. **Binding Effect and Assignment:** The Agreement shall be binding upon and endure to the benefit of the Parties hereto and their respective representatives, administrators, successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. This Agreement shall not be assignable by any Party without the prior consent of the other Party.
- e. **Authority to Bind the Parties:** No Party shall incur any debt, obligation or liability on behalf of the other Party except as permitted hereunder or written authority of such other Party. Nothing in this Agreement is to be construed as creating any relationships between the Parties of agency, employment, partnership or joint venture. Each Party shall bear its own costs in connection with the Program and the administration of this Agreement.
- f. **Waiver:** The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any subsequent breach or right. No failure, refusal or neglect of any Party hereto to exercise any right under this Agreement or to insist upon full compliance by any other Party with its obligations hereunder shall constitute a waiver of any provision of this Agreement.
- g. **Non Merger and Survival:** Each Party agrees that all provisions and agreements capable of having continuing effect shall not expire upon the termination or expiry of this Agreement and shall continue in full force and effect notwithstanding such termination or expiry.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Institutions, have signed and sealed this Agreement.

<p>Signed in Florianopolis, Brazil on the ____ day of _____, 2023</p> <p>DILMAR BARETTA:82416176900</p> <p>Assinado de forma digital por DILMAR BARETTA:82416176900 Dados: 2023.06.01 18:20:27 -03'00'</p> <p>Dr. Dilmar Baretta Rector Universidade do Estado de Santa Catarina</p>	<p>Signed in Regina, Canada on the <u>19th</u> day of <u>June</u>, 2023</p> <p></p> <p>Dr. Jeff Keshen President and Vice-Chancellor University of Regina</p>
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APPENDIX A

UNIVERSIDADE DO ESTADO DE SANTA CATARINA

UDESC - Universidade do Estado de Santa Catarina
SCII - Secretaria de Cooperação Interinstitucional e Internacional
Avenida Madre Benvenuta, 2007
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