



AGREEMENT FOR INTERNATIONAL STUDENT EXCHANGE APPENDIX TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN: **UNIVERSIDADE DO ESTADO DE SANTA CATARINA**

Florianópolis, Santa Catarina, Brazil

**Av. Madre Benvenuta, 2007 – Itacorubi, Florianópolis,
Santa Catarina, Brazil – CEP 88035-901**

("UDESC")

AND: **CONCORDIA UNIVERSITY OF EDMONTON**

Edmonton, Alberta, Canada –

7128 Ada Boulevard - Edmonton AB - T5B 4E4 - Canada

("Concordia")

Collectively referred to as the "Parties"

WHEREAS:

- A. The Parties to this appendix (the "Agreement") have entered into a memorandum of understanding (the "MoU"); and
- B. The Parties agree to formalize the terms for an Agreement under which it is possible for an exchange of students between the two Parties on a continuing basis (the "Exchange").

NOW THEREFORE in consideration of the above and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

1.1. In the Agreement:

- a. At Concordia "**Academic Year**" means the period from September to April and consists of two (2) terms, one from September through December (the "Fall Term") and the other from

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January through April (the "Winter Term"); At UDESC the "Academic Year" means two semesters, one the first between February and June and the second between July/august and December.

- b. "Home Institution" means the institution from which a student intends to graduate and the institution in which the student is regularly enrolled;
- c. "Host Institution" means the institution which has agreed to accept Exchange Students from the Home Institution who are participants in the Exchange;
- d. "Exchange Students" means students who have been accepted by the Host Institution and are participating in an Exchange.

2. COMING INTO FORCE, TERMINATION, AND AMENDMENTS

- 2.1. This Agreement shall come into force and effect from the date on which the document has been endorsed by both Universities, or from the date on which the last University endorses the Agreement, and shall continue in effect until the expiry or termination of the MoU or until terminated by mutual agreement or in accordance with the terms of the Agreement.
- 2.2. Either party may terminate the Agreement on six (6) months written notice to the other party.
- 2.3. The Agreement may be amended by the mutual written consent of the Parties.

3. LIAISON OFFICERS

- 3.1. Each party shall designate a liaison officer (a "Liaison Officer") who will be responsible for coordinating the specific aspects of the Exchange as well as advising and assisting students.
- 3.2. *The designated Liaison Officers for the Agreement are:*

	for UDESC	for Concordia
<i>Name</i>	Julia Bittencourt	Dr. Manfred Zeuch, Ph.D
<i>Title</i>	<i>Dean of the International Office</i>	Vice-President External Affairs and International Relations
<i>Address</i>	Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil	7128 Ada Boulevard - Edmonton AB T5B 4E4 - Canada
<i>Telephone</i>	+55-48-36648083	+1-780-479-9329 (office) +1-780-491-5008 (cell)
<i>Fax</i>		+1-780-469-8419
<i>e-mail</i>	<i>scii.reitoria@udesc.br</i>	<i>manfred.zeuch@concordia.ab.ca</i>



- 4.1. Each Home Institution will send up to 2 Full Time Equivalents (FTE) to the Host Institution each Academic Year commencing with the 2019-2020 Academic Year. This number may be changed by the mutual consent of the two Parties.
- 4.2. For the purpose of accounting and managing the flow of Exchange Students each Exchange Student registered at the Host Institution shall be counted as one "Unit of Exchange" (0.5FTE) when attending part of or an entire normal academic term, or two "Units of Exchange" (1.0 FTE) when attending for a normal Academic Year. The Liaison Officers of the two institutions shall review the program annually to determine any imbalance in the FTE student count, and adjust the numbers of students exchanged to maintain a reasonable balance in the Exchange. The balanced is reached by an average number of students of each side, or the payment of the differences in tuition and international fees to the Host Institution by the Home institution.
- 4.3. The Home Institution shall nominate students (a "Nominated Student") for Exchange at the Host Institution who meet the following criteria:
 - a. Nominated Students shall be registered in a program of study at the Home Institution;
 - b. Nominated Students shall have an above average academic performance record at the Home Institution;
 - c. Nominated Students shall meet the language proficiency requirements of the Host Institution, which is to be communicated by the Liaison Officers each year;
 - d. Nominated Students proposed program of studies at the Host Institution shall be approved by the Host Institution.
- 4.4. Liaison Officers at the Home Institution shall submit Nominated Student applications to the Liaison Officer at the Host Institution no later than Host Institutions published deadline.

Nominated Student applications from the UDESC must be received by Concordia no later than Mai 1st for Nominated Students intending to commence studies at Concordia in the Fall (September) or October 1st for the Winter Term (January).

Concordia nominee applications must be received by UDESC by November 1 to begin in February of the following year and May 1 to begin in August.

- 4.5. Should either party to the Agreement wish to amend the application deadline as noted in paragraph 4.4, they shall advise the other party in writing of the new deadline and shall provide at least six (6) weeks' notice of such change.

5. EXCHANGE STUDENT FEES AND FINANCIAL MATTERS

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- 5.1. Exchange Students shall have sufficient personal funds to cover all expenses not covered by the Home Institution or the Host Institution as detailed in this Agreement. Expenses, which the Exchange Student must cover, include, but are not limited to:
- Cost of living (including rent, food and health care costs);
 - Recreation;
 - Travel and transportation, including travel insurance;
 - Text books and school supplies
 - All necessary visas
- 5.2. Exchange Students shall pay to the Home Institution full tuition and other required fees for the period of the Exchange in accordance with the fee payment schedule of the Home Institution.
- 5.3. Exchange Students shall not be required to pay any tuition, non-instructional or mandatory fees at the Host Institution for the period of the Exchange, regardless of where the fees are assessed, unless agreed upon in advance or otherwise noted in this Agreement (cf. point 4.2)
- All visiting Exchange Students at Concordia who are not Canadian citizens or who are not permanent residents of Canada and therefore do not have public health care coverage from one of the provinces of Canada shall participate in the Concordia Health Insurance Plan and pay the required premiums to Concordia.

6. EXCHANGE STUDENT GENERAL TERMS

- 6.1. No Exchange Student shall have a term at the Host Institution, which exceeds either two terms or the equivalent of one Academic Year.
- 6.2. Any extension of the Exchange beyond the number of Units of Exchange that were originally agreed on in regards to the specific Exchange Student shall be approved in writing by the Liaison Officer from each of Concordia and UDESC.
- 6.3. The Host Institution shall provide the Exchange Student with an official transcript of his or her academic record as soon as possible after the completion of that student's Exchange. Exchange Students at Concordia must formally request that the Registrar's Office forward copies of their transcript to their Home Institution; transcripts will not be sent without the consent of the Exchange Student.
- 6.4. Exchange Students shall be considered non-degree seeking Students by the Host Institution, and:
- Concordia shall provide visiting Exchange Students participating in an undergraduate program with a designation of *visiting student*;
 - UDESC shall provide visiting Exchange Students with a designation of *visiting student*.
- 6.5. The Host Institution shall have the right to exclude Exchange Students from some programs of study at the Host Institution, however, for available programs Exchange Students shall be free to choose courses available at the Host Institution provided that the Exchange Student has the necessary prerequisites and provided that space is available in the course.

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Exchange Student and to their dealings with the Host Institution to the extent that they are not inconsistent with international law principles.

7.4. LIABILITY AND INDEMNIFICATION

Each party shall:

- be liable to the other party for; and
- indemnify and hold harmless the other party from and against:

any and all liabilities, damages, costs, claims, suits or actions whether in relation to third parties or direct liabilities, damages or costs, including reasonable solicitor and his own client costs resulting from any injury to persons, damage to property, or claims made by students, occasioned by or as a result of the negligent acts, willful misconduct or breach of obligations assumed under this contract by their students, employees, officers, agents and contractors.

7.5. SURVIVAL

All provisions relating to the nature of the relationship, indemnity, insurance, payment, confidentiality, and other obligations and provisions, the performance of which by their nature extends beyond the termination of this Agreement, shall continue in full force and effect following the effective date of such termination.

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed and delivered this Agreement on the dates indicated below.

Signed for and on behalf of

Signed for and on behalf of

UNIV.DO ESTADO DE SANTA CATARINA

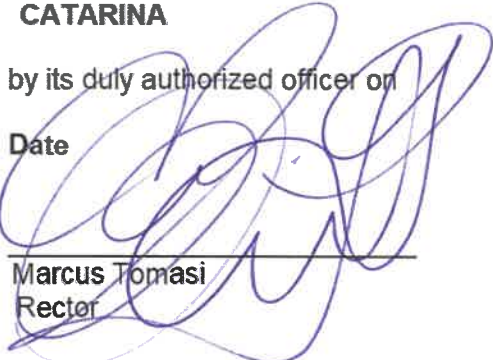
CONCORDIA UNIV. OF EDMONTON

by its duly authorized officer on

by its duly authorized officer on

Date

Date



Marcus Tomasi
Rector



Dr. Manfred Zeuch
Vice-President External Affairs and
International Relations