

# MEMORANDUM OF UNDERSTANDING FOR INTERNATIONAL COLLABORATION



This Memorandum of Understanding takes effect on July 1, 2023 (the "Effective Date")

Between:

# THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE(Canada)

4401 University Drive West Lethbridge, Alberta Canada T1K 3M4 ("University of Lethbridge")

and

# NATIONAL CHIAYI UNIVERSITY (Taiwan, R.O.C)

No. 300 Syuefu Rd. Chiayi City, Taiwan, R.O.C 60004 ("National Chiayi University")

#### Preamble

The University of Lethbridge and National Chiayi University wish to establish a formal understanding of cooperation, which is intended to further the academic, research and scholarly objectives of each institution and to promote better understanding between the faculty and students of the University of Lethbridge and the faculty and students of National Chiayi University. This MOU is based on the principles of mutuality and the reciprocity of benefits.

## **Areas of Cooperation**

- The Parties will explore opportunities to cooperate in various academic, research and scholarly endeavors in fields of mutual interest. This cooperation may include the following activities:
  - · Exchanges and internships for faculty and students;
  - · Introduction of new curricula;
  - · Joint research projects;
  - Exchange of publications and training materials; and
  - · Development of joint academic programming.
- The terms of all such cooperative activities, and necessary budget and resources for each
  activity, will have to be mutually discussed and agreed upon by the Parties, the specific details
  of which must be articulated in separate written collaboration agreements prior to
  implementation.

These collaboration agreements must be signed by both Parties in accordance with their own institutional policies, and must provide detailed descriptions of the roles, responsibilities, and financial contributions of each Party, including a clear outline of work plans and data sharing/reporting requirements. Both Parties understand and agree that all financial arrangements arising from a cooperative activity will have to be negotiated and will depend on the availability of funds.

3. Each Party will designate a representative to develop and coordinate specific cooperative activities, and will advise the other Party in writing of its designated representative.

# Implementation

- 4. This MOU shall remain in effect for a period of five (5) years from the Effective Date. Thereafter it may be extended for an additional period of five (5) years at each expiration date, as may be mutually agreed in writing by both Parties.
- 5. Either Party can terminate this MOU, and any extension thereof, by giving six (6) months of written notice to the other Party. Notice shall be provided be provided to the Parties as follows:

If to the University of Lethbridge:

Attention: Paul Pan (International Centre)

SU060, University of Lethbridge 4401 University Drive, West Lethbridge, Alberta, Canada T1K 3M4

Fax: (403) 382-7140

If to National Chiayi University:

Attention Lan-Szu Chou (Dean Office of

International Affairs) No.300 Syuefu Rd., Chiayi City 60004, Taiwan (R.O.C.)

Fax: +886-5-2717297

- 6. The Parties agree that this MOU does not create and legally binding or financial obligations between the Parties.
- 7. This MOU may be signed in counterpart. Each counterpart will constitute an original document and these counterparts taken together, shall constitute one and the same MOU.

THE GOVERNORS	OF	THE	UNIVERSITY	OF
LETHBRIDGE				
(Canada)				

Michael Mahon, PhD President & Vice-Chancellor

Frances Okine

NATIONAL CHIAYI UNIVERSITY (Taiwan, R.O.C)

Han Chien Lin, PhD

President

Erasmus Okine, PhD

Provost & Vice-President (Academic)

Date June 18, 2023

Chun-Hsien Chang, PhD Vice-President (Academic)

Date July 03, 2023

# COLLABORATION AGREEMENT FOR THE EXCHANGE OF STUDENTS

This Agreement takes effect on July 1, 2023 (the "Effective Date")

Between:

#### THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE (Canada)

4401 University Drive West Lethbridge, Alberta Canada T1K 3M4 ("University of Lethbridge")

and

#### NATIONAL CHIAYI UNIVERSITY (Taiwan, R.O.C.)

No.300 Syuefu Rd., Chiayi City 60004, Taiwan (R.O.C.) ("NCYU")

#### Preamble

Pursuant to a Memorandum of Understanding entered into between the Parties dated July 1, 2023, the University of Lethbridge and NCYU have agreed to facilitate the process of internationalization at their respective institutions.

By way of this Agreement, the Parties wish to confirm the objectives, guidelines and procedures governing a reciprocal student exchange agreement based on principles of mutual benefit.

#### 1. Definitions.

- (a) Agreement means this Collaboration Agreement for the Exchange of Students.
- (b) Home Institution means the party to which exchange students are registered in an undergraduate academic program.
- (c) Host Institution means the party accepting and allowing exchange students to study or do research at its facilities.
- (d) Student means undergraduate students, unless otherwise specified.

#### 2. Purpose and Scope

- (a) The purpose of this Agreement is to make possible the exchange of students between the University of Lethbridge and NCYU. The exchange is intended to promote international friendship and academic cooperation by supporting study and intercultural activities between students from Canada and Taiwan.
- (b) It is anticipated that each year an approximately equal number of students from each institution will participate in the exchange program. The maximum number of students to be admitted to the program each year will be two (2), full-time equivalent students at each institution. It is expected that a balance of incoming and outgoing students will be achieved by the end of the agreement period.

# 3. Selection and Enrolment of Exchange Students

(a) The Home Institution will nominate students to participate in the exchange on the basis of the

#### following criteria:

- (i) The student must be registered as a full-time student at the Home Institution in an undergraduate academic program:
- (ii) The student must satisfy all admission requirements of the Host Institution;
- (iii) The student must have completed a minimum of one (1) year of full-time post-secondary study at the Home Institution prior to their participation in the exchange;
- (iv) The student must be in good academic standing with their Home Institution; and
- (v) In cases where the language of instruction at the Host Institution differs from that of the Home Institution, the student must demonstrate as appropriate level of proficiency in the language of instruction

#### 4. Student Status and Academic Program

- (a) Students participating in the exchange program under this Agreement will be enrolled as nondegree or visiting students at the Host Institution for the duration of the exchange.
- (b) The Host Institution reserves the right to approve the academic programs and individual courses in which the exchange students are enrolled at the Host Institution. At the exchange student's request, the Host Institution will provide the Home Institution with an official transcript of the exchange student's academic performance.

#### 5. Institutional Student Fees

- (a) Exchange students will pay tuition fees and any ancillary fees to the Home Institution.
- (b) Exchange students will not be charged tuition fees by the Host Institution. Exchange students will be responsible for paying other fees required by the Host Institution, such as student union fees, club memberships, specialized sports facility fees, the costs for books, course materials and excursion fees.

#### 6. Insurance

- (a) The Parties acknowledge that the Host Institution does not provide incoming exchange students with any medical, dental or personal property insurance coverage or benefit.
- (b) Exchange students are responsible for determining and obtaining adequate insurance as it relates to their exchange (including emergency medical/dental, repatriation, trip cancellation, interruption or delay, and personal property damage or loss). Exchange students are further responsible for any costs associated with such insurance. The Student is further responsible for any and all associated personal insurance costs.

# 7. Exchange Students Rights and Responsibilities

- (a) Exchange students will have the same privileges as other full-time students of the Host Institution while on the exchange program.
- (b) Exchange students will be subject to the policies, rules, regulations and discipline of the Host Institution while on the exchange program.
- (c) Exchange students are responsible for all arrangements and costs relating to travel to and from the Host Institution.
- (d) Exchange students are responsible for complying with the immigration requirements of the country in which the Host Institution is located and obtaining the necessary and appropriate visas for their time while on exchange.

- (e) All costs for living while on exchange, including accommodations and meal, will be the responsibility of the exchange student.
- (f) In cases where exchange students leave the Host Institution with outstanding fees, such as parking and library fines, the Home Institution will make reasonable efforts to assist in collecting these fees from the exchange participants.

#### **Host Institution Student Assistance**

- (a) The Host Institution will assist in the arrangement of accommodation for exchange students, comprised of providing the students with information about any on-campus accommodation opportunities available at the Host Institution and/or with information about off-campus accommodation resources.
- (b) Notwithstanding the Host Institution's involvement, by way of assistance, the Host Institution shall not be liable, legally or financially, to the exchange students or host families, for any loss, action, cost for expenses arising from accommodation arrangements.
- (c) The Host Institution will ensure that adequate reception and orientation is provided for exchange students.
- (d) The Host Institution will provide ongoing support for exchange students through the institution's designated contact person, as required.

#### **Contact Persons**

(a) Each institution will designate an individual who will serve as the contact person for this Agreement. The contact person will be responsible for coordinating the specific requests of the program, preparing and distributing reports on the progress of the exchange program, and assisting students. The designated contact persons for this Agreement are:

For the University of Lethbridge:

For National Chiayi University:

Name:

Paul Pan

Name:

Lan-Szu Chou

Title:

Executive Director, International

Title:

Dean Office of International Affairs

Address:

University of Lethbridge 4401 University Drive

Address:

No.300 Syuefu Rd., Chiavi City 60004,

Lethbridge, Alberta Canada T1K 3M4

Taiwan (R.O.C.)

Telephone:

403-332-4463

Telephone: 05-2717296 05-2717297

Facsimile: E-mail:

403-382-7140 Paul.pan@uleth.ca Facsimile: E-mail:

choulb@mail.ncyu.edu.tw

Notification of any change in contact persons may be made by letter without amendment to this agreement.

# 10. Period of Agreement

- (a) This Agreement shall remain in effect for a period of five (5) years from its Effective Date, and is renewable.
- (b) A review will be initiated by the Parties at least 12 months prior to the expiration of this Agreement to ascertain if the student exchange program should be continued and, if so, how it might be improved.
- (c) This Agreement may be amended, subject to the formal approval of the amendments by the authorized representatives of each institution.

#### 11. Early Termination

(a) Either Party may terminate the Agreement at any time during the term specified herein, provided at least six months written notice is provided to the other Party. In the case of early termination of the agreement, the parties agree that any previously approved exchange shall continue and be completed as if the Agreement had remained in force.

#### 12. Non-Discrimination

(a) Neither institution will discriminate on the basis of race, gender, sexual orientation, age, ethnicity, religion, or national origin. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

# 13. Indemnification

(a) Each Party shall be liable for the actions of its own employees, officers, agents and representatives and shall defend and save harmless the other Party from any claims, actions, damages and losses relating thereto.

IN WITNESS WHEREOF the duly authorized representatives of each party agree to the provisions of this Agreement.

Signed on behalf of

# THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE (Canada)

NATIONAL CHIAYI UNIVERSITY (Taiwan, R.O.C)

Michael Mahon, PhD President & Vice-Chancellor Han Chien (4n, PhD President

Do Erasmus Okine

Erasmus Okine, PhD

Provost & Vice-President (Academic)

Chun-Hsien Chang, PhD

Vice-President (Academic)

Paul Pan

Executive Director, International

Lan-Szu Chou

Dean Office of International Affairs

Date June 18, 2023

Date July 03, 2023