RECIPROCAL STUDENT EXCHANGE AGREEMENT (1)

Between

NORTH ISLAND COLLEGE Courtenay, British Columbia, Canada

And

UNIVERSITY OF BURGUNDY Dijon, FRANCE

PREAMBLE

NORTH ISLAND COLLEGE (hereafter referred to as NIC), Courtenay, British Columbia, Canada, and UNIVERSITY OF BURGUNDY (hereafter referred to as uB), France, hereby agree upon the following terms and conditions as set forth in this Student Exchange Agreement, beginning with the 2019/2020 Academic Year and continuing each year thereafter for five years.

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply.

- "Host institution" shall stand for that university receiving students.
- "Home institution" shall stand for that university sending students as well as the university from which those students intend to graduate.
- "Academic year" shall stand for one regular academic year of study, whether broken down into quarters, semesters or terms. Both NIC and uB equate one "academic year" to two consecutive semesters of study.

TERMS

- 1. The purpose of the Agreement is to promote scholarly exchange and international understanding by stimulating and supporting academic and intercultural activities between students from France and Canada in the field of **business/management**.
- 2. Each home institution, conforming to the admission requirements of the host institution, shall assume full responsibility for the assessment and selection of qualified candidates. The host institution shall then respect the selection so made. However, the host institution reserves the right to make final judgement on the admissibility of each student nominated for exchange. The selection process shall consist of stringent evaluation of the student's previous academic record, with students normally having achieved at least a 'B' average or equivalent academic standing, language skills, motivation, and overall potential to succeed in an international academic environment.
- 3. For NIC, English proficiency must be attested to by uB that any student being recommended meets or exceeds the academic English level (minimum IELTS 6.0 level, equivalent to B2 in the CEFR) required to be successful in their academic studies.

- 4. For uB, French proficiency must be attested to by NIC, that any student willing to follow French taught courses at uB meets or exceeds the academic French level (minimum B2 in the CEFR) required to be successful in their academic studies.
- 5. Each institution shall accept students from the other party on the basis of the home institution's recommendation and according to the following guidelines:
 - a. In any given calendar year, NIC shall accept two full-time undergraduate students from uB, normally in the second or third year of their program, for one academic term or an agreed-upon duration not to exceed one academic year. NIC will be notified of uB's exchange student names and proposed study plan and courses at least four months prior to the commencement of classes.
 - b. In any given calendar year, uB shall accept two full-time NIC students for one academic term or an agreed-upon duration not to exceed one academic year. uB will be notified of NIC's exchange student names and proposed study plan and courses at least four months prior to the commencement of classes.
 - c. As stated above, institutions may send students for up to one academic year (two terms). Two students for one term shall be equivalent to one student for two terms.
 - d. When either home institution would like to send more than two students in a given year, it is necessary to get agreement from the host institution or recommend the students as full tuition paying students.
 - e. It is understood that a full-time student normally enrols in nine to fifteen (9-15) credit hours of courses (three to five courses) per term at NIC and an equivalent number of units at uB. While this number might serve as a model, it is not incumbent upon participating exchange students to take only that number, provided both host and home institutions agree to any variation.
 - f. As NIC has many cohort-based programs, permission may be required from the program head for admission of exchange students into such programs (example: most health and human services programs, interactive media, all trades/technical, etc.).
 - g. All semester programmes published in the uB Exchange Guide can be taken by NIC students, as long as the student complies with the entry requirements (B2 in French following the CEFR). uB reserves the right to limit access due to capacity or other reasons.
 - h. Priority is given to the field of business/management, but if students would like to follow courses in other fields the partner universities will check the feasibility.
- 6. While each institution shall try to exchange the same number of students in a given year, neither party is required to do so. If/when either party does not designate any qualified students, it will not affect the sending of the other party's students, since both institutions agree to operate on a credit system.
- 7. If an exchange imbalance exists at the end of any given year, it shall be resolved as follows:
 - a. If this agreement is continued, every attempt shall be made to correct the imbalance by adjusting the number of students to be exchanged in the following year, and for every year thereafter, unless otherwise agreed upon.
 - b. Other means may be identified to 'balance the agreement these may include hosting visiting faculty, supporting field school development, applied research exchange, 'virtual' classroom exchange, etc.

- c. If this agreement is terminated, the institution having hosted the larger number of student/terms to that point shall be entitled to rectify any existing imbalance within two years from the date in which the agreement is officially terminated. No monetary transactions will be used.
- 8. All exchange students shall be subject to the same code of behaviour and same academic regulations regarding class performance as pertaining to the regularly-enrolled students at the host institution. All exchange students will have the same rights and privileges enjoyed by other students at the host institution. They will be subject to the same assessment procedures for the course in which they are enrolled as students of the host institution. All exchange students shall, within reasonable limits, attempt to represent their home institution and country in the host community to the best of their ability.
- 9. Students who are accepted for a full academic year must be in good standing upon the completion of their first term at the host institution, in accordance with the host institution's academic requirements for its regularly enrolled students.
- 10. If a student does not abide by the guidelines as set out in #7 and #8 above, and in other exceptional circumstances, the host institution may, after consultation with the student's home institution, require said student to return to his/her home institution.
- 11. It shall be the sole responsibility of the home institution to decide how many credit units each student may actually receive for courses taken at the host institution.
- 12. In consideration of #10 above, tuition and other fees shall be arranged as follows:
 - a. Each NIC student shall pay tuition and other required fees to NIC and will be exempted from payment of tuition at uB.
 - b. Each uB student shall pay tuition and other required fees to the home institution and will be exempted from payment of tuition at NIC. University of Burgundy students may be required to pay other fees such as bus passes or field school fees.
 - c. Each student shall be personally responsible for all other costs incurred due to participation in this exchange, including accommodation and insurance including medical insurance.
- 13. The host institution will assist in finding housing for visiting exchange students, either off or on-campus but it is the student (not the institution) who determines what accommodation will meet their needs.
- 14. Each student participating in this exchange must provide for his/her own transportation to and from the host institution. Each student shall also be personally responsible for expenses including but not limited to personal and living expenses, travel and related costs, as well as books and school supplies.
- 15. Each student must purchase the required health insurance to cover medical contingencies while in the host country. uB will recommend insurance to their students and NIC will recommend insurance to their students.
- 16. At the end of each semester, the host institution will provide an original official transcript of courses taken and credits earned for each exchange student studying at the host institution.
- 17. Upon completion of the program at the host institution, the exchange student is expected to return to the home institution. Any extension of stay is the sole responsibility of the student including any required immigration or other required documentation.

- 18. This agreement shall continue for a five-year period, but may be terminated by either NIC or uB by official written notification duly signed by the presiding officer of the notifying party. This notice of termination must be received by the other party six months in advance to the termination date.
- 19. Should either party currently have an active exchange in place at the time of pre-mature termination of this agreement, it is agreed that both parties will honour the current exchange to its natural completion.
- 20. This agreement may be extended by mutual consent of the two institutions and may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this agreement.
- 21. Each institution will appoint a contact person responsible for the implementation of the exchange programme.

22. FORCE MAJEURE

Parties here to will be released from their obligations under this agreement in the event of national emergency, war, prohibitive government regulation or any other clause beyond the control of the parties hereto that renders the performance of this agreement impossible provided that any money that is due under this agreement shall become forthwith due and payable.

In Witness of the terms of this agreement, our signature	es are affixed:
NORTH ISLAND COLLEGE	UNIVERSITY OF BURGUNDY
John Bowman	Alain Bonnin
President	President
North Island College	University of Burgundy
Date: July 30/19	Date:9 JUIL, 2019