



GENERAL MOU TEMPLATE

MEMORANDUM OF UNDERSTANDING

BETWEEN:

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND
NEWFOUNDLAND & LABRADOR, CANADA
(HEREAFTER REFERRED TO AS MUN)**

AND:

**EL COLEGIO DE VERACRUZ
XALAPA, VERACRUZ, MÉXICO
(HEREAFTER REFERRED TO AS COLVER)**

WHEREAS:

- A. The parties hereto share a common interest in many academic and educational fields; and
- B. In order to facilitate future institutional cooperation, the parties hereto wish to enter into this Memorandum of Understanding ("MOU").

NOW THEREFORE, the parties hereto agree as follows:

1. **Objective.** The objective of this MOU is to outline the possible ways in which **MEMORIAL UNIVERSITY OF NEWFOUNDLAND** and **COLVER**, could develop and carry out collaborative activities.
2. **Scope of Activities.** The scope of collaboration on academic and research activities under this MOU may include, but is not limited to the following:
 - a) Exchange of faculty members
 - b) Undergraduate and graduate student mobility
 - c) Exchange of publications, research materials, newsletters, etc.
 - d) Joint projects related to research, teaching and faculty development
 - e) Development of joint initiatives with partner institutions, including joint or collaborative degree programmes
 - f) Opportunities for full-degree fee paying undergraduate/graduate study.
3. Permission is given to **COLVER** to use the official marks of Memorial University of Newfoundland, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, however, the partner institution shall comply with MUN's guidelines with respect to such use as set out at <http://www.mun.ca/marcomm/image/graphic/>.

[Handwritten signature]

[Handwritten signature]



Permission is given to **MUN** to use the official marks of El Colegio de Veracruz, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions.

4. **Not Legally Binding.** This MOU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Each such initiative shall be negotiated between and have the mutual agreement of the partners, and shall be formalized by a signed appendix to this general agreement.
5. **Term.** This MOU is effective for a period of 5(five) years from the date the MOU is signed by both parties. It may be extended or amended with the written agreement of both parties and may be terminated by either party with 6 (six) months' written notice to the other party. Any notice of termination should be addressed as follows:

If to MEMORIAL UNIVERSITY OF NEWFOUNDLAND

If to EL COLEGIO DE VERACRUZ,

Attention:

Attention:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND
St. John's, NL
A1C 5S7

EL COLEGIO DE VERACRUZ
Carrillo Puerto 26, Zona Centro
Xalapa, Veracruz, México, C.P. 91000

6. This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in the possession of each party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

EL COLEGIO DE VERACRUZ

Dr. Noreen Goldman
Dean, School of Graduate Studies

Mtro. Eugenio A. Vásquez Muñoz
Director General

March 5, 2014



STUDENT EXCHANGE AGREEMENT TEMPLATE

AGREEMENT FOR THE EXCHANGE OF STUDENTS Under the MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

AND

EL COLEGIO DE VERACRUZ

PREAMBLE

Memorial University of Newfoundland, St John's, NL, Canada (hereafter referred to as MUN), and El Colegio de Veracruz, Xalapa, Veracruz, México, (hereafter referred to as COLVER), hereby agree upon the following terms and conditions as set forth in this Student Exchange Agreement.

DEFINITIONS

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

- "Exchange Student" at MUN and COLVER means a Visiting Student who is registered for academic courses at the Host Institution and who is approved to pay specific fees to the Home Institution and have these fees waived at the Host Institution.
- "Home Institution" means the sending institution from which Visiting Students are coming as well as the institution from which those students intend to graduate.
- "Host Institution" means the receiving institution to which Visiting Students are applying for admission under this agreement.
- "Semester" at MUN means a period of approximately fourteen consecutive weeks during which there are at least twelve weeks of lecture. Normally the Fall Semester commences in early September, the Winter Semester in early January, and the Spring Semester in early May.
- "Semester" at COLVER means a period of approximately twenty four weeks during which there are at least twenty weeks of lecture. Normally the Fall Semester commences in early August, the Winter Semester in early February, and there is not Spring Semester.

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

A handwritten signature in black ink, appearing to be a stylized 'M' or similar character.



- "Visiting Student", for the purposes of this agreement, means a student who is registered in good standing in an academic program at another recognized institution who is seeking admission to the Host Institution for an agreed upon number of Semesters, or parts thereof, for the purposes of completing courses for transfer back to their Home Institution or to conduct research under the supervision of a faculty member.

PURPOSE

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 MUN and COLVER.

Coordination

2. Facilitation of Exchange Agreement activities will be the responsibility of:
 - International Centre, MUN and
 - Subdirección de Extensión y Vinculación, COLVER
3. Initial coordinators will be
 - Dr. Ivan Emke, Memorial University of Newfoundland, Grenfell Campus
 - Dr. Mauricio Lascurain Fernández for COLVER

Exchange Students

4. Undergraduate and graduate student exchanges may be considered on a Semester basis for up to one academic year (at MUN, September 1 to August 31; at COLVER, August 1 to July 31), although special consideration can be made in the case of graduate students to extend the period of exchange on a case-by-case basis. The following conditions apply to all students that are subject to a student exchange with either institution:
 - a. Exchange Students shall meet all application, admission, and registration requirements of the Host Institution, including those related to proof of English proficiency satisfactory to the Host Institution or other language of instruction at the Host Institution, and provision of official transcripts or other required documents. The Host Institution retains the right to accept or reject a student.
 - b. All Exchange Students will register at their Home Institution, and pay those tuition and other fees required by the Home Institution. Tuition, application, student ancillary fees (except medical insurance fees and, in the case of MUN, mandatory recreation fees) are waived at the Host Institution for each Exchange Student.
 - c. Unless otherwise agreed in writing between the institutions, Exchange Students are responsible for all other arrangements and costs, including but not limited to those associated with travel, accommodations, meals, immigration/visa requirements, medical insurance, mandatory fees, and incidental costs.
 - d. Those coming to MUN will be automatically enrolled in the mandatory foreign health insurance plan upon course registration. Non-Canadian health or medical insurance

A handwritten signature in black ink, appearing to be a stylized 'S' or similar character.

A handwritten signature in black ink, appearing to be 'M' or similar characters.



- coverage will not be accepted as an alternate insurance by MUN. Students may NOT opt out of the mandatory foreign health plans.
- e. Approval for admission as an Exchange Student under this agreement, determination of course loads, and selection of courses will be determined by mutual consent of the exchange coordinators and is subject to the approval of the associated academic units at the Host Institution.
 - f. The full range of services normally available to fee-paying international students will be provided by both institutions to the Exchange Students. These include academic advising, assistance (other than financial) in finding local living accommodations and access to academic and recreational facilities.
 - g. Each institution reserves the right to limit the number of Exchange Students accepted in any given year.
5. 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 the exchange on the basis of overall reciprocity. Nevertheless, either institution may, for operational purposes, limit the number of students accepted in a given year.
 6. All Exchange Students shall be subject to the academic and code of behaviour regulations 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.
 7. If a student is not permitted to continue at the Host Institution in accordance with the regulations referenced in #6 above or due to other exceptional circumstances, the Host Institution will notify the student's Home Institution and ask said student to return to his/her Home Institution. All costs associated with an early departure under these circumstances will be the responsibility of the student.

Visiting Research Students

8. Both institutions will facilitate short-term visits for students interested in carrying out research by admitting visiting research students.
9. Students at either the graduate or undergraduate level, registered at the partner institution, may enrol as a visiting research student at MUN, subject to the approval of the head of the associated academic unit and provided a MUN faculty member is willing and able to supervise that student. Students at the graduate level must register for the specified graduate student program in accordance with the School of Graduate Studies policy and regulations governing visiting research students. Students must pay health insurance fees but are exempt from paying graduate tuition fees and other related student fees if they are not required for other courses. Students at the undergraduate level should contact the coordinator of the agreement.
10. Students at either the graduate or undergraduate level, registered at the partner institution, may enrol as a visiting research student at COLVER, subject to the approval of the head of the associated academic unit and provided a COLVER teacher-researcher is willing and able to



supervise that student. Students at the graduate level must register for the specified graduate student program in accordance with the COLVER policy and regulations governing visiting research students. Students must pay health insurance fees but are exempt from paying graduate tuition fees and other related student fees if they are not required for other courses. Students at the undergraduate level should contact the coordinator of the agreement.

Other Students, including Visiting Students

11. A student wishing to undertake study (undergraduate or graduate) at the Host Institution as a visiting or transfer student will be subject to all of the Host Institution's regulations and policies including, but not limited to, those governing admission, registration, recognition and transfer of credit, housing, and fees. Such students will be required to pay all required fees, including application, tuition, incidental, recreation, travel, housing, Visa, medical insurances, and other fees and to arrange all necessary Visas and required medical insurances. The Host Institution will attempt to accommodate such students in on-campus housing; however, this is not guaranteed.
12. Where necessary, requirements for study in a specific academic unit shall be provided as attachments to this memorandum.

GENERAL

13. In respect of recorded information about an identifiable individual that each institution may collect or compile or use as a result of this Agreement ("personal information"), each institution shall have in place reasonable measures to:
 - Ensure the security of the personal information;
 - ensure the personal information is used only for the purpose of fulfilling this Agreement;
 - ensure the personal information is disclosed only if authorized by law or for the purpose of fulfilling this Agreement;
 - make available to the other institution such information to evidence that it is complying with its obligations pertaining to personal information;
 - promptly notify the other institution of a breach of the aforementioned measures.
14. COLVER acknowledges that MUN is subject to the requirements of the Newfoundland and Labrador *Access to Information and Protection of Privacy Act*, SNL 2002 CHAPTER A-1.1., as amended from time to time, and agrees to provide all necessary assistance as may be reasonably requested by MUN to enable MUN to comply with its obligations under that Act, if applicable.
15. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law to be produced or disclosed.



16. Permission is given to COLVER to use the official marks of Memorial University of Newfoundland, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the exchange program between the institutions; provided, however, the partner institution shall comply with MUN's guidelines with respect to such use as set out at <http://www.mun.ca/marcomm/image/graphic/>.
17. Permission is given to MUN to use the official marks of El Colegio de Veracruz, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions.
18. This Agreement and all documents directly or indirectly related thereto are to be drawn up in English.
19. No party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders from government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Agreement.
20. This Agreement and the subject matter hereof shall be governed by, construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein (without consideration to any conflict of law rules).
21. All notices, requests or other communications ("Notices") required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be delivered to the institutions respectively as follows:

If to MUN:
Sonja Knutson, A/Director
International Centre, MUN
St. John's, NL A1C3W6
Tel. 709 864 3288
Fax 709 864 4330

If to COLVER
Dr. Mauricio Lascurain Fernández
Subdirector de Extensión y Vinculación
Carrillo Puerto 26, Zona Centro
Xalapa, Veracruz, México, C.P. 91000
(228) 8415100
Fax (228) 8415100 ext. 224
22. In order for any such Notice to be effective, it will be delivered by courier or facsimile addressed to the Party for whom the Notices are intended at the above-mentioned address and will be

A handwritten signature in black ink, appearing to be a stylized 'R' or 'B'.

A handwritten mark or signature in black ink, appearing to be a stylized 'M' or 'N'.



deemed to have been received on the date of delivery, if delivered by courier, and on the next business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile. The address of a Party may be changed by notice in the manner set out in this section.

- 23. The Parties will use their best good faith efforts to resolve any dispute arising with respect to this Agreement. The Parties may by mutual consent agree to hold meetings or take any other steps including the appointment of a mediator in an attempt to resolve the dispute.
- 24. Each Party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other Party's acts or omissions under this Agreement for which the indemnifying Party would be liable in law or equity.
- 25. Clauses 13 and 24 survive the expiration or termination of this Agreement.
- 26. Neither Party shall assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either Party to provide resources necessary to carry out any part of this Agreement except as approved of by the Party responsible for providing those resources.
- 27. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both Parties.
- 28. This MOU is effective for a period of 5(five) years from the date the MOU is signed by both parties.

In Witness of the terms of this agreement, our signatures are affixed as of the day and year first above written:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Dr. Noreen Golfman
Dean, School of Graduate Studies

Dr. Noreen Golfman
Dean, School of Graduate Studies

EL COLEGIO DE VERACRUZ

Mtro. Eugenio A. Vásquez Muñoz
Director General
March 5, 2014

Dean, Dr. José Jesús Borjón Nieto
Academia de Relaciones y Negocios
Internacionales, Profesor-Investigador Colver
March 5, 2014