



**EXCHANGE AGREEMENT
BETWEEN
NORTH ISLAND COLLEGE
AND
KYOTO UNIVERSITY OF FOREIGN STUDIES**

Preamble:

Based upon the principles of equality and reciprocity, North Island College (hereinafter referred to as "NIC") in Canada and Kyoto University of Foreign Studies (hereinafter referred to as "KUFS") in Japan agree to the following terms and conditions with the intention of deepening the bonds of friendship and mutual understanding between the two institutions and mutually striving to promote scientific and cultural exchange activities.

Definition:

"Home Institution" shall mean the institution at which the student is currently enrolled.
"Host Institution" shall mean the institution that has agreed to receive students from the Home Institution.

"Exchange Student" shall mean a student for whom reciprocal obligations exist for the home institution to accept for enrollment such student from the host institution subject to the conditions laid down in this Agreement.

Number of Exchange Students:

The number of exchange students shall not exceed two (2) students per institution per year. Two (2) exchange students enrolling for one (1) semester of study shall be deemed equivalent to one (1) student enrolling for one (1) academic year. However, the host institution may exercise its discretion in considering the appropriate timing for admission of exchange students to its courses.

Balance of Exchanges:

The numbers of exchange students participating from each institution shall be balanced by the end of the five (5) year term of this Agreement and may vary in any given year.

Duration of Exchanges:

The period of stay of each exchange student at the host institution shall not exceed one (1) full academic year.

Selection of Exchange Students:

The home institution shall be responsible for selecting candidates for placement. The host institution shall have the right to make the final decision regarding the admission of each candidate. Exchange students shall be full-time undergraduate students at the home institution and must have completed at least one (1) year of undergraduate study.

Language Proficiency:

Exchange students shall possess at least the minimum level of language proficiency required by the host institution as follows:

NIC students enrolling in the Japanese Studies Center for International Students at KUFS: ability to read and write in *Hiragana* and *Katakana*, completion of Japanese studies for 150 hours or more (equivalent to Japanese Language Proficiency Test - JLPT N5) or equivalent.

NIC students enrolling in the English Course of the Department of Global Studies, Faculty of Global Engagement at KUFS: TOEFL score of iBT 61, IELTS 5.0 or equivalent.

KUFS students studying at NIC: Test of English as a Foreign Language (TOEFL) score of iBT 80 overall with no subsection less than 19, International English Language Testing System (IELTS) 6.0 with no band less than 5.5 or equivalent.

Admission Procedures:

The home institution shall forward to the office in charge at the host institution by the established deadline each year a list of the exchange students nominated, together with the appropriate documentation required by the host institution. The host institution shall inform the office in charge at the home institution of its final decision regarding each proposed admission as soon as possible.

Enrollment of Students:

Exchange students shall be accorded the same rights of regular students at the host institution except receiving the institutional credential. However, exchange students shall not be accorded the right to participate in certain subjects and programs depending on the regulation the host institution sets. These subjects and programs include professional licenses courses, study programs in the country and overseas, and the like.

Tuition Fees:

Exchange students shall pay normal tuition and other fees to their home institution in accordance with each institution's rules and regulations. Each host institution shall waive examination and tuition fees for exchange students.

Financial Responsibility of Exchange Student:

Exchange students shall be responsible for their own housing, board, books, transportation, health insurance, medical care, passports, visas, and other personal expenses.

Accommodation:

The host institution shall arrange institution-approved accommodation, on or near to campus, or provide exchange students with support for finding their accommodation. However, the payment of security deposit, key money, guarantee fee, all rents, and other charges shall be the sole responsibility of the exchange student, and the payment shall be made by the designated date to the host institution and relevant parties.

Transfer of Credits:

Upon completion of an exchange student's studies, the host institution shall send an official academic transcript for each exchange student to the home institution. It shall be the sole responsibility of the home institution to decide the number of transfer credit units the student may receive for courses taken at the host institution.

Expulsion of Students:

Each institution reserves the right to expel any exchange student from the exchange program at any time for academic or personal misconduct in violation of its established regulations. Such expulsion shall first be discussed and agreed upon by both institutions.

Obligation of Students to Return Home on Completion of Their Studies:

Upon completion of an exchange student's studies at the host institution, the exchange student shall return to the home country without fail. No extension of stay shall be permitted without the express authorization of the home institution to the contrary.

Use of Facilities and Services:

The host institution shall grant exchange students access to the same facilities normally available to its own students.

Assistance with Visa Applications:

The host institution shall provide exchange students with both the necessary information on visas and the relevant documents and all other assistance for visa applications as may be required by the immigration laws and regulations of the host country. However, it shall be the sole responsibility of the exchange student to complete the procedures.

Insurance:

Exchange students shall arrange health and accident insurance as designated by the host institution. Exchange students from KUFS shall join Guard Me Insurance effective the first day of orientation at NIC. NIC students shall join the Japanese National Health Insurance scheme regardless of the length of their stay and the payment of its insurance fees shall be the sole responsibility of the exchange student. In addition, both NIC and KUFS students shall arrange travel, liability insurance and personal accident insurance to cover them for the duration of their exchange period.

Compliance with Laws and Regulations:

Exchange students shall observe the rules, regulations, and the like set forth by the host institution as well as the immigration laws and regulations of the host country.

Intellectual Property Rights:

This Agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.

Data Protection:

Both institutions shall collect, process, use, disclose and otherwise manage personal information of exchange students of home institution only for the purposes of fulfilling their obligations under this Agreement.

Both institutions shall ensure that personal information is not used for any purpose other than that for which it is collected.

Administration and Communications:

The Manager International Partnerships of Office of Global Engagement at NIC and the Manager of the International Affairs Section at KUFS shall be responsible for all communications and administration relating to student exchanges.

Force Majeure:

Neither institution shall be liable for any failure or delay to perform its part of this Agreement when such failure is due to Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, fire, explosion or any cause beyond the control of the institutions; provided that a written notice of the commencement and cessation of the circumstances excusing performance shall be as quickly as possible.

Term and Termination:

This Agreement shall commence on the date of the last signature and supersede all previous negotiations and agreements between the institutions relating thereto. Either institution wishing to terminate this Agreement shall notify the other institution in writing at least six (6) months prior to termination. Such notification of termination shall not affect the status of students who have already been accepted for programs initiated prior to the termination of this Agreement. This Agreement shall remain in force for five (5) years from the date of commencement and shall be extended automatically for five (5) years unless either institution gives a written notice of termination.


Controlling Language:

This Agreement is drawn up in English in two (2) duplicate originals, both considered as authentic.

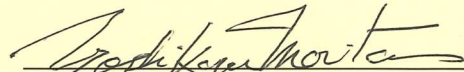
This Agreement is made in good faith and any conflict that may arise with respect to its interpretation, formalization, and fulfillment will be resolved by agreement between both institutions.

Date: *Sept 22/20*

Date: *Sept 14, 2020*



North Island College
John BOWMAN
President



Kyoto University of Foreign Studies
Yoshikazu MORITA
Chancellor and Chair of the
Board of Governors