



## COOPERATION AGREEMENT

between

**North Island College** (hereafter "NIC")

Registered office: 2300 Ryan Road, Courtenay, BC V9N 8N6

Legally represented by: John Bowman, President

and

**University Colleges Leuven – Limburg** (hereafter "UCLL")

Registered office UC Leuven vzw: Geldenaaksebaan 335, 3001 Heverlee, Belgium

Registered office UC Limburg vzw: Agoralaan 1, 3590 Diepenbeek, Belgium

Legally represented by: Mr. Marc Vandewalle, President

### 1. OBJECTIVES

NIC and UCLL wish to cooperate in the areas of education and research, strengthen ties between the two institutions, and promote academic and cultural interchange, in the fields of Health / Management / Teacher Education / Humanities and Sciences / Technology and Interactive Media / Social Work, as well as related study domains.

### 2. COLLABORATION FRAMEWORK

#### 2.1 STUDENT EXCHANGE

- 2.1.1 In each academic year, up to two (2) students enrolled at NIC may be admitted for one (1) semester at UCLL, and up to two (2) students enrolled at UCLL may be admitted for one (1) semester at NIC. These students will participate in courses and / or traineeships (credit exchange) organised by the host institution. The number of students may be modified by agreement to achieve the objective of equal numbers of students from both institutions during the term of this agreement.
- 2.1.2 Students will be proposed for selection by their home institution on the following criteria:
- (a) Enrolment in one of the two last years of the curriculum;
  - (b) Good academic standing reflected in grades at least the top third of the class for all completed course work. The final decision for admission lays with the home institution;
  - (c) Appropriateness of the proposed exchange programme to the programme at the home institution.
- 2.1.3 Students shall meet the admission requirements of the host institution, which shall have the right to reject candidates who do not meet those requirements.



- 2.1.4 The application file for participation in the semester abroad programme shall consist of:
- application forms: application forms for the host institution shall be available through the home institution;
  - official academic records of previous work and undergraduate education;
  - at least one letter of recommendation;
  - attestation from the mobility officer or faculty of the students' language capacity if applicable;
  - a statement of purpose by the candidate, explaining what they want to achieve at the host institution.
- 2.1.5 Applications have to be submitted to the mobility officers of the host institution a minimum of 2 months prior to the expected intake.
- 2.1.6 Students may enrol to no more than the standard load for one semester (aiming at 30 European Credits or equivalent). The list of eligible subjects at both institutions is published on the respective websites of both institutions.
- 2.1.7 Students will continue as candidates for their credential at their home institution and shall not be candidates for any terminal credential (micro-credentials excepted) at the host institution.
- 2.1.8 Students shall be subject to the policies, procedures and regulations of the host institution, and shall have all the rights and privileges enjoyed by students at the host institution during the exchange programme. Students shall be entitled to participate in all programmes at the host institution, such as symposia, seminars, workshops and excursions, and any introductory or orientation programmes that may be arranged for international students at the host institution.
- 2.1.9 The mobility officers of both institutions will provide each other with adequate information on the academic performance of students in the semester abroad programme.
- 2.1.10 Students will register at the host institution but will not be required to pay tuition nor registration fees to the host institution. All other costs related to the educational activities at the host institution (e.g. cost for seminars, international travel, accommodation, literature, copies, etc.) are at the expense of the student.
- 2.1.11 Students enrolled for one semester shall pass all examinations at the end of the semester during their stay at the host institution. Both institutions can change this if a written agreement is made between the academics responsible in both institutions and if this is communicated to the students before the start of the exchange period.
- 2.1.12 Examinations shall be organised and graded in accordance with the policies and procedures applicable at the host institution. At the end of the examination period, the mobility officers at the host institution shall communicate the results to the home institution.
- 2.1.13 Students participating in this exchange programme are entitled to participate in any introductory or orientation courses or programmes that may be arranged for foreign students by the host institution at their own expenses.
- 2.1.14 Both institutions also agree to work towards the integration of the participating students into the student life of the host institution.



- 2.1.15 Participating students are personally in charge for any travelling expenses between the two institutions.
- 2.1.16 Students are personally responsible for their housing at the host institution and the related costs. Both institutions shall provide assistance to students in finding housing.

All NIC students will be personally responsible for their own insurance (health, travel, car, etc.). The host institution shall provide information about insurance policies, payment and procedures. Insurance fees are not included in the tuition, so students must take out main insurances at home.

All UCLL students will be required to pay medical insurance fees to NIC for the duration of their studies at NIC. This is mandatory medical insurance and UCLL students will not be exempted (even if they have adequate medical insurance from their home country). Any additional insurance (travel prior to/after studies, car etc.) are the personal responsibility of the student.

- 2.1.17 Students participating in the programme shall be entitled to participate in any visits, excursions organized by the host institution, at their personal expense.

## **2.2 FACULTY EXCHANGE**

- 2.2.1 NIC and UCLL will encourage visits by members of faculty to their respective institutions on terms to be agreed on a case-by-case basis.
- 2.2.2 The home institution of the visitor will continue to pay the salary of the visitor, unless the parties otherwise agree. For short visits of up to 2 weeks, NIC will consider providing a small honorarium to help the visiting faculty to defray costs if they are delivering course-work or engaged directly in a mutually beneficial project – research or otherwise.
- 2.2.3 In cases where the parties agree that the visitor shall undertake regular long-term teaching responsibilities at the host institution or that the visitor shall be engaged in a long-term research programme at the host institution, the host institution will consider reimbursing travel and/or accommodation expenses of the visitor. In other cases, the home institution will be responsible for the travel and accommodation expenses of the visitor. The home institution remains responsible for the insurance of the visiting lecturer.
- 2.2.4 Selection of visitors shall be undertaken jointly by the two institutions. An applicant must be recommended by the appropriate administrator of the home institution and accepted by the appropriate administrator of the host institution. The acceptance letter will include the details on the possible reimbursement of the travel and other stipulations as required and agreed.
- 2.2.5 The duration of visits will usually range from one (1) to two (2) weeks but may differ upon mutual agreement.
- 2.2.6 In appropriate cases, the host institution will propose the appointment of the visitor as a visiting professor, visiting fellow or visiting scholar in the host institution. Such an appointment may invoke negotiation of item 2.2.3.



## 2.3 RESEARCH

- 2.3.1 NIC and UCLL will encourage collaboration in research, conferences, seminars, symposia and publications, on terms to be agreed on a case-by-case basis.

## 3 GENERAL TERMS AND CONDITIONS

- 3.1 **Duration.** This agreement shall continue for five (5) years from the latest date of signing, subject to revision or modification by further agreement. Either party may terminate the agreement at any time, with six months' notice in writing.
- 3.2 **Entire agreement.** This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral.
- 3.3 **Amendment.** This agreement may be supplemented, amended, restated or replaced only by written agreement signed by each party.
- 3.4 **Language.** The parties hereby confirm their express agreement that this agreement and all documents directly or indirectly related thereto be drawn up in English.
- 3.5 **No Third-Party Beneficiary.** This agreement is solely for the benefit of the parties and no third party accrues any benefit, claim or right of any kind pursuant to, under, by or through this agreement.
- 3.6 **Force Majeure.** Delay in, or failure of a party to carry out the duties, undertaking or obligations imposed on the party pursuant to this agreement shall not be deemed to be a breach under this agreement if such delay or failure results from circumstances and conditions beyond the control of the party affected which render it impossible for that party to fulfill its obligations under this agreement or which will substantially delay such fulfillment ("**Force Majeure**"). The party alleging Force Majeure shall take reasonable action and undertake necessary measures to resume as soon as possible any of its obligations under this agreement.
- 3.7 **Assignment.** Neither party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this agreement to any person without the prior written consent of the other Parties.
- 3.8 **Successors.** This agreement is binding on, and ensures to the benefit of, the parties and their successors and permitted assigns.
- 3.9 **Further Assurances.** Each party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this agreement that any other party may reasonably require, for the purposes of giving effect to this agreement.
- 3.10 **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image.



#### **4 PUBLICITY**

- 4.1 Each organization grants a non-exclusive license to the other to use their respective logos and names in promotional materials, including advertisements and brochures, only in connection with or relating to the promotion or conduct of the collaboration framework for the duration of this agreement. Each organization acknowledges that no transfer of ownership or right to the other's name, trademarks, trade names and logos arises from this permitted use. Should a party wish to make a public statement or release which contains more than just an organization's name or logo, the party making the disclosure shall consult with the other party before making that statement or release, and the parties shall use all reasonable efforts, acting in good faith, to agree on a text for the statement or release that is satisfactory to the parties.
- 4.2 Both parties shall be responsible for the promotion and marketing of the exchange programmes and for providing information requested by prospective students.
- 4.3 Neither party shall do anything, which in the reasonable opinion of the other party, would damage their reputation and/or business.
- 4.4 Neither party shall publish or use any materials or information relating to the programmes or this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 4.5 Any materials or information published by both parties must be published in accordance with the promotional guidelines of both parties. These instructions will be mutually given by both parties as soon as possible.

#### **5 INTELLECTUAL PROPERTY**

- 5.1 Each party undertakes not to do or permit to be done any act which would or might jeopardize or invalidate any registration of the other party's name and/or logo as a registered trademark.
- 5.2 Each party undertakes not to do or permit to be done any act which may be taken to indicate that it has a right, title or interest in or to the ownership or use of the other party's name and/or logo except under the terms of this agreement. Each party acknowledges that nothing contained in this agreement shall give it any right, title or interest in or to the ownership or use of the other party's name and/or logo, save as granted under this agreement.
- 5.3 As soon as it becomes aware of any potential infringement of each other's name, logo and/or Intellectual Property, or any allegation that each other's name, logo and/or any materials provided by each other infringe the rights of a third party, each party shall give to each other full particulars in writing.
- 5.4 The use by each party of each name and logo is governed by internal guidelines and will be transmitted as soon as needed.

#### **6 CONFIDENTIALITY**

- 6.1 Each party shall keep and procure to be kept secret and confidential. Confidential information belonging to the other party disclosed as a result of the relationship of the parties under this



agreement and shall not use nor disclose such information save as envisaged in this agreement and except to the parties respective group. Where disclosure is made to any employee, consultant or agent or other group entity, it shall be done subject to obligations equivalent to those set out in this clause and each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

- 6.2 The obligations of confidentiality in this clause shall not extend to any matter which:
- a. is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this agreement;
  - b. either party can show was in its written records prior to the date of disclosure of the same by the other party under this agreement;
  - c. it receives from a third party independently entitled to disclose it; or
  - d. is required to be disclosed in accordance with a statutory, legal or regulatory obligation placed upon the party making the disclosure, including any request for information.

## **7 FINANCIAL ARRANGEMENTS**

- 7.1 Financial arrangements for 2.1, 2.2, 2.3 will be made prior and in writing as soon as the student exchange, staff exchange and research options are set in action.



**8 CONTACT**

The contact persons for this agreement shall be

at NIC  
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Mr. John Bowman  
President  
North Island College

Date: March 19/20

Mr. Marc Vandewalle  
President  
University Colleges Leuven - Limburg

Date: 06/03/2020