

MEMORANDUM OF AGREEMENT
for Student, Faculty, Scholar, Staff and/or Administrator Exchange



BETWEEN

THE UNIVERSITY OF HAWAII
for the benefit of
UNIVERSITY OF HAWAII COMMUNITY COLLEGES

AND

NORTH ISLAND COLLEGE

This Memorandum of Agreement (“Agreement”) is entered into and effective as of last date of signing of the signature pages hereto (“Effective Date”), by and between the University of Hawai‘i, the state university and body corporate of the State of Hawai‘i, USA, whose address is 2444 Dole Street, Honolulu, Hawai‘i 96822 USA (the “University”), for the benefit of University of Hawai‘i Community Colleges (“UHCC”), and North Island College (“NIC”), a post-secondary institution organized and existing under the laws of Canada, whose address is on 2300 Ryan Road, Courtenay, British Columbia, Canada, V9N 8N6.

UHCC is comprised of seven community college campuses: Hawai‘i, Honolulu, Kapi‘olani, Kaua‘i, Leeward, Maui, and Windward Community Colleges. All seven community college campuses are participating in this Agreement. The Office of the Vice President for Community Colleges (OVPC) will serve as the lead to manage and coordinate this Agreement on behalf of UHCC and the seven community colleges.

UHCC and NIC are sometimes referred to herein as an “Institution” or “party” or collectively as the “Institutions” or “parties.” Either Institution may also be referred to as: (a) the “Host Institution” (the Institution that receives an exchange participant for a limited period of time (“Exchange Participant”) to participate in an international exchange of students (“Student Exchange”) or and an international exchange of faculty, scholars, staff and/or administrators (“Faculty, Scholar, Staff and Administrator Exchange”) or (b) the “Home Institution” (the Institution where an Exchange Participant is either a registered as a student in a degree or credit program and from where s/he is expected to graduate (“Student Participant”) or a faculty member, scholar, staff member, and/or administrator employed on a full-time basis (“Employee Participant”).

University, as a State of Hawai‘i government entity, is governed by rules, policies, procedures and guidelines (collectively the “UH Policies”) that it must abide by. NIC has rules, policies, procedures and guidelines (collectively the “NIC Policies”) that it must abide by. It is the intent of the parties that all parties and Exchange Participants abide by all current and future UH Policies and NIC Policies. If any term or condition is identified as inconsistent with UH Policies and/or NIC Policies, that term or condition will be renegotiated.

I. PURPOSE

A. Promote Internationalization. It is the purpose of both Institutions to promote internationalization of the student body at their respective campuses by stimulating and supporting intercultural exchanges between students from the United States and students from Canada. Each Institution desires that its students have an opportunity to enrich their educational experiences, broaden their perspectives and increase their awareness and understanding of other cultures and international issues by adding an international dimension to their degree program through study outside their home country.

B. Reciprocity; Framework for Student Exchange. This Agreement provides the general framework for the exchange of students between the Institutions based on the principle of reciprocity that will enable a student who is registered full-time at his/her Home Institution to take courses at the Host Institution with the intent of fulfilling some of the requirements for earning a degree at his/her Home Institution.

C. Faculty, Scholar, Staff and Administrator Exchange and Collaborative Research. In addition, the Institutions wish to extend their collaborative activities to include faculty, scholar, staff and administrator exchanges and collaborative research, among other activities, and agree that the terms and conditions contained in Schedule F attached hereto and incorporated herein shall apply to such activities.

II. PROVISIONS FOR STUDENT EXCHANGE

A. Nomination of Students. Each Home Institution may, but shall not be required to, nominate students (each a "Nominated Student") who meet the published admission requirements of the Host Institution for one (1) or two (2) semesters of study in the exchange program established under this Agreement. This Agreement does not guarantee Nominated Students' acceptance into the Host Institution.

1. Eligibility Requirements. In addition to the published admission requirements of the Host Institution, Nominated Students must meet the eligibility requirements set forth on Schedule A attached hereto and incorporated herein. Any exceptions to the eligibility requirements must be approved in advance in writing by the Host Institution.

2. Application Process. Upon written permission of the Nominated Student, the Home Institution shall arrange for submission to the Host Institution of the Nominated Student's application/admission forms and supporting documentation required by the prospective Host Institution for consideration for admission to the exchange program at the Host Institution.

a. Complete application. Each Institution reserves the right to require the Nominated Student to complete standard admission forms/applications and provide any other necessary documents to constitute a complete application. The

documentation required for consideration for admission to the exchange program at each Institution and the timeframes for submitting such documentation are set forth on Schedule A hereto.

b. Subject to FERPA and applicable laws. The Nominated Students' application/admission forms and supporting documentation provided to the Host Institution are subject to the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Section 1232g; 34 CFR Part 99), applicable laws in each Institution's country, and applicable rules, regulations, policies and procedures of each Institution, and each Institution agrees to comply with such requirements.

B. Review and Selection. The applications of the Nominated Students for admission to the exchange program are subject to the review and approval of the Host Institution. The Host Institution shall evaluate the Nominated Students and determine their acceptability for admission as exchange students under this Agreement.

1. Host Institution reserves right of final approval. The Host Institution reserves the right of final approval regarding the admission of a Nominated Student, which is expected to be based largely on the application materials required in Section II.A.2 (Application Process). Each Nominated Student who is selected, registers, enrolls, and attends classes at the Host Institution as part of the exchange program is referred to herein as a "Student Participant."

2. No Discrimination. Each Institution agrees to consider Nominated Students for participation in the exchange programs on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, gender identity or expression, marital status or disability, genetic information, veteran status, or any other basis protected by law.

C. Exchange Quotas and Balance.

1. Exchange Quota. Each year that this Agreement is in effect, the number of Student Participants per academic year will fall within the range set forth on Schedule A. Within the timeframe set forth on Schedule A, the number of Student Participants will be agreed upon through written communications between the two Institutions.

2. Balance. These exchanges will be on a one-for-one basis, but a temporary imbalance may be permitted, subject to agreement in advance by both Institutions, and subject to achieving parity of numbers within one year of the initial exchange. For purposes of calculating the balance of students exchanged between the Institutions, the basic unit shall be a "student-semester," which is equivalent to one (1) semester of student enrollment at the Host Institution, excluding enrollment during a summer semester, term or session. Exchange balances which fall out of balance by more than two (2) student-semesters may result in the Institutions being restricted from sending or receiving students until the balance is rectified again. In any given year,

either Institution may reduce or increase the number of incoming or outgoing student-semester in order to maintain the balance of student-semester exchanged.

D. Conditions of Exchange

1. Full-Time Enrollment at Host Institution. Student Participants will be required to enroll in the requisite number of courses that constitute full-time standing at the Host Institution as indicated on Schedule A, at an academic level equivalent to their level at their Home Institution.

2. Active Registration at Home Institution. Student Participants shall remain actively registered in a course of study at his/her Home Institution during their stay at the Host Institution.

3. Course of Study. Student Participants may only attend courses offered by the schools and programs of the Host Institution listed on Schedule A, subject to prerequisites and availability.

4. Employment. No Student Participant may be employed in any capacity by the Host Institution except to the extent such employment complies with any applicable labor, tax, and immigration laws.

5. Period of Exchange. The period of exchange for each Student Participant shall be for a maximum of one (1) academic year which shall be the equivalent of two student-semester.

a. Student Participant to return to Home Institution. Upon completion of the exchange period at the Host Institution, the Student Participant must return to the Home Institution. Any extension of stay must be approved by both Institutions.

b. Summer Semesters or Sessions. Student Participants may elect to participate in a summer semester or session at the Host Institution, subject to the terms set forth in Schedule A. Student Participants' participation in a summer semester or session will not be included into the exchange quota and balance required under Section II.C. unless otherwise agreed upon by the Host Institution and the Home Institution.

6. Spouses and Dependents. It is not anticipated that spouses and dependents will accompany a Student Participant. Such an arrangement is subject to the approval of the Host Institution with the understanding that the Student Participant will be responsible for all additional expenses of the spouse and dependents. Facility access, student services and other privileges of a registered student will not apply to the Student Participant's spouse or dependents.

7. Student Participant Compliance. Each Student Participant in the exchange program shall comply with the laws of the country (and state, county,

province or other political subdivision) in which the Host Institution is located (collectively the "Host Country"). Furthermore, each Student Participant shall abide by all policies and regulations of the Host Institution and his/her Home Institution that are or shall become effective during the period of such participation, including the two policies below. Any breach of Host Institution policies and regulations will be dealt with in accordance with the established policies and procedures of the Host Institution in consultation with the Home Institution.

a. Student conduct. Each Student Participant shall comply with the Host Institution's code of conduct. At the UHCC, University Executive Policy 7.208, Systemwide Student Conduct Code, articulates the types of behavior expected of its community members.

b. Information technology ("IT") resources. Each Student Participant shall comply with the Host Institution's standards for acceptable use and management of IT resources. At the UHCC, University Executive Policy 2.210, Use and Management of Information Technology Resources, articulates the standards expected of its community members.

8. Termination of Participation in Exchange Program. The Host Institution shall have the right to terminate the participation of any Student Participant in the exchange program, and in any other program, service or benefit of the Host Institution, at any time if such Student Participant's academic work or behavior is not suitable in the judgment of the Host Institution. Whenever practicable, termination of participation in the exchange program will not be effected without prior consultation by the Host Institution with the Home Institution.

E. Administration of Exchange Program.

1. Education Abroad Programs. Each Institution maintains education abroad programs for its students that are actively promoted to the student body. Each Institution will provide adequate support services to meet requirements of maintaining an active student exchange program.

2. Orientation. The Home Institution shall provide a pre-departure orientation and the Host Institution will provide a post-arrival orientation to Student Participants to provide guidance on the programs, policies and regulations of the Host Institution and the laws and customs of the Host Country.

3. Registration. The Host Institution shall provide Student Participants with information on courses of study and assistance with enrollment and registration.

4. Non-Compliance with Full-Time Enrollment Status. The Host Institution will give prompt written notice to the Home Institution in the event that a Student Participant fails to maintain full-time enrollment status at the Host Institution.

5. Qualification for Academic Credit. Student Participants shall be considered non-degree seeking students at the Host Institution and shall not be eligible to receive any degree or other qualification from the Host Institution for participation in the exchange program. The Home Institution shall determine whether and to what extent the academic credit related to the Student Participant's course of study at the Host Institution may be considered for full or partial credit towards the Student Participant's degree program at the Home Institution.

6. Academic Records. Official transcripts of academic results for each Student Participant will be provided by the Host Institution to the Home Institution after the period of exchange. Student Participants may request additional official transcripts from the Host Institution, subject to payment of any applicable transcript fees.

III. TUITION, FEES AND OTHER COSTS

A. Tuition. Student Participants will pay tuition at their Home Institution (as determined by the Home Institution) and will be exempted from paying an application fee and tuition at the Host Institution. Student Participants may be eligible for scholarships and other awards as described on Schedule B hereto.

B. Fees. Student Participants may be required to pay students fees at the Host Institution that are mandatory for all students. Student Participants may also be required to pay any additional course materials fees, lab fees, book fees and excursion fees associated with certain courses in which the Student Participants choose to enroll at the Host Institution. Student Participants may be exempted from certain fees at the Host Institution. The fees for which Student Participants are responsible, as well as fees from which Student Participants are exempted, at each Institution are described on Schedule B hereto.

C. Living Costs, Accommodations, Travel and Other Expenses. All personal and living expenses and all costs associated with participating in the exchange program, including without limitation, room and board, meals, books and supplies, round-trip international travel and travel while in the Host Country, health care, immigration and other personal matters not expressly covered by the terms of this Agreement shall be the personal responsibility of each Student Participant. Neither Institution shall be responsible for such costs.

1. Travel Arrangements. Student Participants will be responsible, at their cost, for making their own international and domestic travel arrangements to and from the Host Institution (or the location of the exchange program).

2. Housing Accommodations. The Host Institution may assist Student Participants with the arrangement of housing accommodations but the Host Institution is not obligated financially or otherwise to provide housing for Student Participants. Student Participants will be responsible for paying for their housing accommodations

while they are participating in the exchange program at the Host Institution and neither the Home Institution nor the Host Institution will be responsible for any such costs.

3. Health Insurance. Each Student Participant must purchase the medical insurance required by the Host Institution, if any, or demonstrate to the satisfaction of the Host Institution that medical insurance carried by or on behalf of such Student Participant is sufficient to cover Student Participant's medical care requirements while participating in the exchange program at the Host Institution and meets any required minimum standards, as described on Schedule C hereto. The cost of any medical insurance required hereunder as well as any medical expenses not covered by such insurance, including any emergency care provided by or arranged for by the Host Institution for illness or accidents that occur while at or within the Host Institution's premises or facilities or during the Student Participant's participation in the exchange program, shall be the personal responsibility of the Student Participant.

4. Visas, Passports. Student Participants are personally responsible, at their cost, for complying with all visa/immigration requirements, laws, and regulations of the Host Institution's country, including obtaining and maintaining the appropriate passport, visa and/or permits needed for participation in the entire duration of the exchange program.

a. Host Institution Responsibilities for Visa Arrangements. The Host Institution will submit to the applicable governmental agencies and/or provide Student Participants with the documentation necessary for the Student Participants to apply for the applicable student visas. The Host Institution shall bear no responsibility for those Student Participants who fail to obtain and/or maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the Host Country.

b. Changes in Immigration Status. Each Student Participant shall keep the Host Institution informed of any changes in his/her immigration status.

IV. TERM OF AGREEMENT; TERMINATION

A. Term of Agreement. The term of this Agreement shall commence on the Effective Date herein and shall expire on the Expiration Date (as defined in Schedule D attached hereto and incorporated herein)¹, unless said term is sooner terminated in writing in accordance with this Agreement.

B. Termination. Either party may terminate this Agreement by giving not less than six (6) months' notice of such intent in writing to the other Institution. In the event termination takes effect during a period during which Exchange Participants have commenced their participation in the exchange program at the Host Institution, the parties shall continue to fulfill their obligations hereunder with respect to such Exchange Participants until the completion of such term.

¹ Term of Agreement should not exceed 5 years.

V. DATA HANDLING AND SECURITY

A. Handling and Security of Protected Student Data. Each Institution shall handle and secure any confidential student data that it receives, maintains, and/or transmits under this Agreement, such as student contact information (Institution-issued email address, home address, and phone number), student ID numbers, grades and other academic data, student health information, etc. (collectively "Protected Student Data"), in the same manner as the Host Institution handles, secures, and keeps confidential student data at the Host Institution and shall maintain network security that conforms to generally recognized industry standards and best practices. Each Institution shall implement appropriate measures designed to ensure the confidentiality and security of Protected Student Data, including measures to protect against: (i) any anticipated hazards or threats to the integrity or security of the Protected Student Data and (ii) unauthorized access to or disclosure of Protected Student Data.

Each Institution agrees that the Protected Student Data collected, used, exchanged, or made available hereunder shall be used expressly and solely for the purposes described in this Agreement, and shall not be used for other purposes. Each Institution may share Protected Student Data with third parties to the extent necessary to fulfill the Student Participants' educational requirements, comply with reporting requirements, improve programs and services, or comply with law or court order. Within each Institution, access to Protected Student Data should be granted on a need-to-know basis and only for the duration of time necessary.

B. Reporting of data breach. Each Institution shall immediately report to the other Institution any actual, probable, and/or suspected data breach, exposure, disclosure, or release of or involving Protected Student Data within 24 to 48-hours after the Institution becomes aware of or suspects such breach, exposure, disclosure or release.

C. Breaching party responsible for costs. Each Institution shall be responsible for all costs associated with any actual, probable, or suspected breach, exposure, disclosure, or release of Protected Student Data that was in such Institution's possession or control that is caused by or attributable to acts or omissions of such Institution. The breaching Institution shall pay all such associated costs necessary to address and provide relief of and from the adverse effects of such actual, probable, or suspected breach, exposure, disclosure, or release of Protected Student Data. Notwithstanding the foregoing, the University's responsibilities and obligations under this Section V.C are subject to the University Limitations set forth in Section VII.M below.

VI. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be (i) mailed by certified mail, postage prepaid, return receipt requested, (ii)

sent by overnight air courier service, (iii) personally delivered to a representative of the receiving party, (iv) sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section VI), or (v) sent by email (provided receipt thereof is confirmed via email or in writing by the recipient) and any such notice shall be deemed given (A) when received if personally delivered or sent by overnight air courier service, (B) on the date of transmission if sent by facsimile transmission, (C) three business days after being deposited in the Host Country's mail, certified, postage prepaid and return receipt requested, or (D) when received if sent in an email, the receipt of which has been confirmed by the recipient. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, using the contact information provided in the attached Schedule E. A party may change its address for notices by giving written notice of any such change to the other party.

VII. GENERAL PROVISIONS

A. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Hawai'i, without regard to principles relating to conflicts of law. The courts of the State of Hawai'i shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement. By executing this Agreement, the parties to this Agreement submit to the jurisdiction of the State of Hawai'i courts and consent to service of process by mail in accordance with Section VI above or any other manner permitted by law.

B. Dispute resolution. If any disputes arise between the parties concerning any aspect of this Agreement, the parties shall discuss in good faith to resolve the dispute amicably. If the parties fail to resolve the dispute within sixty (60) days, or as otherwise mutually agreed in writing, either party may bring an action in the State of Hawai'i courts.

C. Compliance with Law. Each party shall comply with all applicable laws, ordinances, codes, rules, and regulations during the term of this Agreement, including but not limited to:

1. Family Educational Rights and Privacy Act (FERPA). A United States ("U.S.") law that protects the privacy of student education records (20 U.S. Code ("U.S.C.") Section 1232g; 34 Code of Federal Regulations ("CFR") Part 99.

2. Health Insurance Portability and Accountability Act (HIPAA). A U.S. law that protects the privacy of health information (45 CFR Parts 160, 162 and 164).

3. Other laws. Export control laws and regulations, human subjects research laws, immigration laws, and other privacy laws that are applicable under this Agreement.

D. Assignment. Neither party hereto may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other.

E. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements, understandings, and communications relating to such subject matter between the parties hereto prior to the Effective Date.

F. Modification of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by both parties.

G. Successors and Assigns; Waiver; Severability. This Agreement shall be binding on the parties and their respective successors and permitted assigns. Any waiver of any term, provision or condition of this Agreement in any one or more instances shall not be deemed to be or construed as a further or continuing waiver of such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. If any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, the remaining provisions hereof shall continue in full force and effect.

H. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

I. Governing Language. This Agreement has been prepared using the English language, which shall be the designated language used to interpret, construe, and enforce the Agreement. If desired, a party may translate this Agreement into a more familiar language. If any translation of this Agreement conflicts with the English version or contains terms in addition to, or different from, the English version, the English version shall prevail.

J. Neither party Designated as Drafter. No provision of this Agreement shall be interpreted for or against any party on the basis that such party drafted or prepared such provisions, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

K. Use of Name/Marks. Neither party shall use the name or marks of the other in any press materials or web-based or other publication without the prior written permission of the other party; provided that each Institution may include the name of the other on any routinely-maintained published list of Institutional exchange programs or collaborations during the term of this Agreement.

L. Force Majeure. If a Force Majeure Event (as defined herein) prevents, interferes, or restricts the performance of this Agreement, the affected party shall use

reasonable efforts to promptly notify the other party in writing (i) that it is unable to perform, and (ii) the expected duration of such inability.

During the duration of a Force Majeure Event, neither party shall be liable for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its reasonable control, and not due to any fault or negligence of the party affected. The affected party shall use its reasonable efforts to resume performance as soon as possible.

A Force Majeure Event includes, but is not limited to, strikes, boycotts, picketing, slow-downs, work stoppages, or labor disputes; restrictions or requirements imposed by laws or government actions with the force and effect of law; priorities, rationing, curtailment, or shortage of labor or materials; war, revolution, acts of terrorism, or any matter or thing resulting therefrom; embargoes, acts of God, or severe weather or climatic conditions (such as storms, hurricanes, typhoons, earthquakes, tornadoes, volcanic eruptions, earth movements, tsunamis, and floods); acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, fire, or accidents; epidemics, pandemics, quarantines, or regional, national, or international public health emergencies; or any other cause or causes beyond the reasonable control of the affected party or parties.

M. University Limitations. To the extent that the University is: (1) obligated to perform under this Agreement, (2) obligated to make any payments under this Agreement, or (3) deemed liable under this Agreement, the University's ability to satisfy such obligations or liabilities, particularly any obligations requiring the payment of any amount of monies, is limited to that which is permitted by law and is subject to the condition that funds are properly appropriated, allotted, or otherwise properly made available for the purpose of satisfying such obligations or liabilities.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**UNIVERSITY OF HAWAI'I
COMMUNITY COLLEGES**

NORTH ISLAND COLLEGE



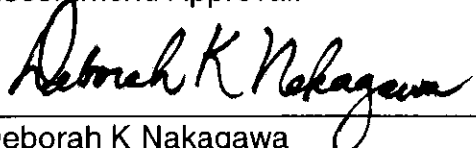
Erika Lacro
Vice President for Community Colleges



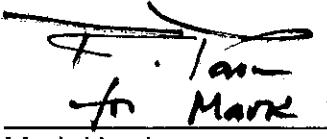
Lisa Domae, PhD
President and CEO

Date: 5/26/2022

Date: 05/26/2022

Recommend Approval:


Deborah K Nakagawa
UHCC International Education Director



for Mark Herringer
Mark Herringer
Executive Director, Office of Global
Engagement

Date: 5/26/22

Date: 05/26/2022

Schedule A

Provisions for Student Exchange

It is the intent of the parties to abide by all current and future UH Policies and NIC Policies. If any term or condition is identified as inconsistent with UH Policies and/or NIC Policies, that term or condition will be renegotiated.

1. Eligibility Requirements (Section II.A). Nominated Students must meet the criteria set forth below

For University:

- a. GPA: 3.0 GPA with good academic standing
- b. Completed semesters: 2 at UHCC
- c. Admission test score: meet respective campus requirement

For NIC:

- a. GPA: 2.5 GPA with good academic standing
- b. Completed semesters: 1 at NIC
- c. Admission test score: meet respective campus requirement

2. Application Requirements (Section II.A): The information and documentation required for consideration for admission to the exchange program at each Institution, and the timeframe for submission of such information and documentation, is set forth below:

Forms and deadlines will be set and shared between both institutions.

3. Exchange Quotas and Balance (Section II.C):

Number of Exchanges per Academic Year:
2 per semester

Timeframe for confirmation of the number of exchanges:
Period of the MOA

4. Requisite Enrollment Credits at Host Institution (Section II.D)

For University:

- a. Student Participants. Student Participants from NIC must take a minimum of twelve (12) credits per student-semester at a UHCC campus, and a maximum of fifteen (15) credits per student-semester at a UHCC campus. A Student Participant from NIC must consult with a student advisor at the applicable UHCC

campus if such Student Participant desires to take more than fifteen (15) credits in a student-semester, with the understanding that if approved by UHCC campus, such Student Participant will not be assessed for credits taken in excess of fifteen (15) credits.

For NIC:

- a. Student Participants. Student Participants from UHCC must take a minimum of nine (9) credits per student-semester at a NIC campus, and a maximum of fifteen (15) credits per student-semester at a NIC campus. A Student Participant from UHCC must consult with a student advisor at the applicable NIC campus if such Student Participant desires to take more than fifteen (15) credits in a student-semester, with the understanding that if approved by NIC campus, such Student Participant will not be assessed for credits taken in excess of fifteen (15) credits.

5. Available Courses (Section II.D):

For University:

- a. n/a

For NIC:

- a. n/a

6. Conditions for Participation in Summer Semesters or Sessions (Section II.D):

For University:

- a. Meet respective campus requirements and pay tuition and fees.

For NIC:

- a. Meet respective campus requirements and pay tuition and fees.

Schedule B

Tuition, Fees and Other Costs

It is the intent of the parties to abide by all current and future UH Policies and NIC Policies. If any term or condition is identified as inconsistent with UH Policies and/or NIC Policies, that term or condition will be renegotiated.

1. Student Fees (Section III):

- a. University Fees.

For University:

- a. Pay respective campus fees.

For NIC:

- a. Pay respective campus fees

Each UHCC student shall pay tuition and other required fees to the home institution and will be exempted from payment of tuition at NIC. UHCC students may be required to pay other fees such as NIC required medical insurance.

2. Scholarships and Awards (Section III)

For University:

- a. Scholarships and grants based on fund availability.

For NIC:

- a. Scholarships and grants based on fund availability.

Schedule C

Medical Insurance Requirements

It is the intent of the parties to abide by all current and future UH Policies and NIC Policies. If any term or condition is identified as inconsistent with UH Policies and/or NIC Policies, that term or condition will be renegotiated.

For University:

- a. Participant is required to furnish proof of adequate health insurance coverage during their stay at the respective campus.
- b. Participant shall have required immunization and meet other health requirements.

For NIC:

- a. Participant is required to purchase health insurance coverage thorough NIC Health Insurance provider during their stay at the respective campus.
- b. Participant shall have required immunization and meet other health requirements.

Schedule D

Term

It is the intent of the parties to abide by all current and future UH Policies and NIC Policies. If any term or condition is identified as inconsistent with UH Policies and/or NIC Policies, that term or condition will be renegotiated.

This Agreement shall be in effect for a period of five years, covering students, Faculty, Scholar, Staff and/or Administrator participating in exchange programs hereunder, provided that either Party may terminate this Agreement by giving not less than six (6) months' notice of such intent in writing to the other Institution. In the event termination takes effect during a period during which exchange participants have commenced their program at the Host Institution, the Parties shall continue to fulfill their obligations hereunder until the completion of such term. Prior to the expiration of the initial term, the Parties shall evaluate the program established by this Agreement and discuss the possibility of extending the term of the Agreement. This Agreement shall take effect from the date of the latest signature in this MOA.

Schedule E

Notices

It is the intent of the parties to abide by all current and future UH Policies and NIC Policies. If any term or condition is identified as inconsistent with UH Policies and/or NIC Policies, that term or condition will be renegotiated.

For University:

UNIVERSITY OF HAWAII COMMUNITY COLLEGES

Contact: Deborah K Nakagawa
UHCC International Education Director
Office of the Vice President for Community Colleges

Address: 2327 Dole Street, Honolulu, Hawaii 96822 U.S.A.

Phone: 808.956.0321

Fax: 808.956.3763

E-Mail: debn@hawaii.edu

For NIC:

Contact: Mark Herringer
Executive Director
Office of Global Engagement

Address: 2300 Ryan Road, Courtenay, BC V9N 8N6

Phone: 250-334-5036

E-Mail: mark.herringer@nic.bc.ca

Schedule F
Supplement
for
Faculty, Scholar, Staff and Administrator Exchange

Supplement for Faculty, Scholar, Staff and Administrator Exchange (“Supplement”) to the Memorandum of Agreement (“Agreement”) by and between the University of Hawai‘i (“University”), for the benefit of **University of Hawai‘i Community Colleges** (“UHCC”), and North Island College (“NIC”). This Supplement shall be incorporated by reference into the Agreement. Capitalized terms used in this Supplement and not otherwise defined shall have the meaning given such terms in the Agreement.

The University and NIC (collectively the “Institutions”) wish to extend their collaborative activities to include faculty, scholar, staff and administrator exchanges and collaborative research, and agree that the terms and conditions contained in this Supplement shall apply to such activities.

It is the intent of the Institutions to abide by all current and future UH Policies, including UH Executive Policy 5.220, and NIC Policies. If any term or condition is identified as inconsistent with UH Policies and/or NIC Policies, that term or condition will be renegotiated.

VIII. PROVISIONS FOR FACULTY, SCHOLAR, STAFF AND ADMINISTRATOR EXCHANGE

A. Nomination and Selection of Exchange Participants. In consultation with the Host Institution, each Home Institution may, but shall not be required to, nominate faculty, scholars, staff and/or administrators (each a “Nominated Participant”) to participate in the exchange program established under this Supplement (“Faculty, Scholar, Staff and Administrator Exchange”).

1. Eligibility. Nominated Participants must be employed full-time by the Home Institution as faculty, scholars, staff, or administrators.

2. Purpose of Exchange. Faculty and scholars may be exchanged for the purpose of participating in research and/or teaching at the Host Institution. Staff and administrators may be exchanged for the purpose of observing, consulting, or demonstrating their special knowledge or skills at the Host Institution.

3. Application Process. The Institutions shall mutually agree on the application form and/or other necessary documents required for consideration for participation in the Faculty, Scholar, Staff and Administrator Exchange at each Institution and the timeframes for submitting such documentation.

4. Review and Selection. The applications of the Nominated Participants are subject to the review and approval of the Host Institution. The Host Institution reserves the right of final approval regarding the acceptance of a Nominated Participant in the Faculty, Scholar, Staff and Administrator Exchange at the Host Institution. The Host Institution may require a Nominated Participant to comply with certain terms as a condition of participating in the Faculty, Scholar, Staff and Administrator Exchange, including establishing the duration and parameters of such participation. Each Nominated Participant who is selected and participates at the Host Institution as part of the Faculty, Scholar, Staff and Administrator Exchange is referred to herein as an "Employee Participant."

5. Orientation. The Home Institution shall provide a pre-departure orientation and the Host Institution will provide a post-arrival orientation to Employee Participants to provide guidance on the programs, policies and regulations of the Host Institution and the laws and customs of the Host Country.

B. Conditions of Faculty, Scholar, Staff and Administrator Exchange.

1. Responsibilities and Duties at Host Institution. Employee Participants shall perform such responsibilities and duties at the Host Institution as may be determined by the Host Institution in consultation with the Employee Participants, with the understanding that Employee Participants shall be engaged on a level equivalent to Employee Participants' full-time employment at their Home Institution. Employee Participants cannot fill a permanent or long-term employment position while at the Host Institution.

2. No Compensation by Host Institution. Employee Participants will not be compensated by the Host Institution. Employee Participants may receive a salary from their Home Institution.

3. Office Space. Subject to availability, Employee Participants may be provided with office space and access to facilities (e.g., libraries, computer labs, computer network) by the Host Institution.

4. Period of Exchange. The period of exchange for each Employee Participant shall be determined by mutual agreement between the Home and Host Institutions, in consultation with the Employee Participant, but shall not exceed three (3) months.

5. Spouses, Partners, and Dependent Children. It is not anticipated that spouses, partners and dependent children will accompany an Employee Participant. Such an arrangement is subject to the approval of the Host Institution with the understanding that the Employee Participant will be responsible for all additional expenses of the spouse, partner, and dependent children. Facility access and other privileges afforded to the Employee Participant by the Host Institution will not apply to the Employee Participant's spouse, partner or dependent children.

6. Employee Participant Compliance. Each Employee Participant in the Faculty, Scholar, Staff and Administrator Exchange shall comply with the laws of the Host Country. Furthermore, each Employee Participant shall abide by all policies and regulations of the Host Institution and his/her Home Institution that are or shall become effective during the period of such participation. Any breach of Host Institution policies and regulations will be dealt with in accordance with the established policies and procedures of the Host Institution in consultation with the Home Institution. If an Employee Participant becomes aware of any inconsistency between the policies and regulations of the Institutions, the Employee Participant will notify or bring this to the attention of both Institutions and seek guidance on compliance.

7. Termination of Participation in Faculty, Scholar, Staff and Administrator Exchange. The Host Institution shall have the right to terminate the participation of any Employee Participant in the Faculty, Scholar, Staff and Administrator Exchange, and in any other program, service or benefit of the Host Institution, at any time if such Employee Participant's work or behavior is not suitable in the judgment of the Host Institution. Whenever practicable, termination of participation in the Faculty, Scholar, Staff and Administrator Exchange will not be effected without prior consultation by the Host Institution with the Home Institution.

C. Living Costs, Accommodations, Travel and Other Expenses. All personal and living expenses and all costs associated with participating in the Faculty, Scholar, Staff and Administrator Exchange, including without limitation, room and board, meals, books and supplies, round-trip international travel and travel while in the Host Country, health care, immigration and other personal matters not expressly covered by the terms of this Agreement shall be the personal responsibility of each Employee Participant. Neither the Host Institution nor the Home Institution shall be responsible for such costs.

1. Travel Arrangements. Employee Participants will be responsible, at their cost, for making their own international and domestic travel arrangements to and from the Host Institution (or the location of the Faculty, Scholar, Staff and Administrator Exchange).

2. Housing Accommodations. The Host Institution may assist Employee Participants with the arrangement of housing accommodations but the Host Institution is not obligated financially or otherwise to provide housing for Employee Participants. Employee Participants will be responsible for paying for their housing accommodations while they are participating in the Faculty, Scholar, Staff and Administrator Exchange at the Host Institution and neither of the Institutions will be responsible for any such costs.

3. Health Insurance. Each Employee Participant must purchase the medical insurance required by the Host Institution, if any, or demonstrate to the satisfaction of the Host Institution that medical insurance carried by or on behalf of such Employee Participant is sufficient to cover Employee Participant's medical care requirements while participating in the Faculty, Scholar, Staff and Administrator

Exchange at the Host Institution and meets any required minimum standards, as described on Schedule C to the Agreement. The cost of any medical insurance required hereunder as well as any medical expenses not covered by such insurance, including any emergency care provided by or arranged for by the Host Institution for illness or accidents that occur while at or within the Host Institution's premises or facilities or during the Employee Participant's participation in the Faculty, Scholar, Staff and Administrator Exchange, shall be the personal responsibility of the Employee Participant.

4. Visas, Passports. Employee Participants are personally responsible, at their cost, for complying with all visa/immigration requirements, laws, and regulations of the Host Institution's country, including obtaining and maintaining the appropriate passport, visa and/or permits needed for participation in the entire duration of the Faculty, Scholar, Staff and Administrator Exchange.

a. Host Institution Responsibilities for Visa Arrangements. The Host Institution will submit to the applicable governmental agencies and/or provide Employee Participants with the documentation necessary for the Employee Participants to apply for the applicable visas. The Host Institution shall bear no responsibility for those Employee Participants who fail to obtain and/or maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the Host Country.

b. Changes in Immigration Status. Each Employee Participant shall keep the Host Institution informed of any changes in his/her immigration status.

D. Data Handling and Security. For purposes of this Supplement, the data handling and security provisions of Section V of the Agreement shall apply to any confidential data relating to faculty, scholars, staff and/or administrators nominated for and/or participating in the Faculty, Scholar, Staff and Administrator Exchange that either Institution receives, maintains, and/or transmits under this Agreement ("Protected Employee Data"). For the avoidance of doubt, the Institutions agree that the term "Protected Student Data" as used in the Agreement shall include Protected Employee Data.