



## MEMORANDUM OF UNDERSTANDING

BETWEEN

Instituto para el desarrollo y atención a las juventudes del estado de Guanajuato

AND

North Island College

This Memorandum of Understanding is made effective on the date it is signed by and between Instituto para el Desarrollo y Atención a las Juventudes del Estado de Guanajuato and North Island College.

### PREAMBLE

The Instituto para el Desarrollo y Atención a las Juventudes del Estado de Guanajuato and North Island College share an interest in strengthening bilateral cooperation in the field of education between Mexico and Canada, promoting stronger ties between the two institutions to increase the administrative support and guidance available for college system for Mexican students.

The Instituto para el Desarrollo y Atención a las Juventudes del Estado de Guanajuato (hereinafter referred to as JuventudEsGto) and NORTH ISLAND COLLEGE, Courtenay, Canada (hereinafter referred to as NIC) are willing to enter into and formally establish this Memorandum of Understanding (hereafter referred to as the MOU) in the spirit of reciprocity and mutual benefit.

### DECLARATIONS

1.- "JuventudEsGto", through its representative, declares:

1.1. That it is a decentralized public body of the Executive Power of the State, with its own legal personality and assets, created in accordance with the provisions of Government Decree number 222 published in the Official Gazette of the State of Guanajuato, number 211, second part, dated 21 of October 2020 year.

1.2. Which aims to:

I.- Coordinate the System for the Development and Attention to Youth of the State of Guanajuato;

II.- Coordinate the formulation, monitoring and evaluation of the policy for the development and care of the youth of the state of Guanajuato;

III.- Plan, elaborate, execute, and coordinate the instruments of the policy for the development and attention of youth of the state of Guanajuato; and

IV.- Grant scholarships and in-kind support in educational matters for the population, under the terms of the operating rules and other regulations issued for that purpose.

1.3. In this act, JuventudEsGto is represented by Esther Angélica Medina Rivero and accredits her character as General Director of the Institute for the Development and Attention to Youth of the State of Guanajuato by appointment dated April 5, 2021 two thousand twenty-one, signed by Lic. Diego Sinhue Rodríguez Vallejo, Constitutional Governor of the State of Guanajuato, ratified in the agreement 21-04-21-02-Ext taken in the 1st extraordinary session of the Board of Directors of the Institute, on April 21, 2021, two thousand twenty-one.

1.4.- That it is registered in the Federal Register of Taxpayers with ID number IFI990423FB1;

1.5. Indicates as address the one located at Calle Fray Martín de Valencia number 102, Fracc. Santo Domingo II, of the city of Leon, Guanajuato, Zip Code 37557.

2.- "NIC", through its representative, declares:

2.1 NIC is a public funded postsecondary institution established in 1975 offering a range of pathway programming;

2.2. NIC's Board of Governors oversees the strategic direction of the college. It is a policy governance board, which makes policy-level decisions to guide the organization. It is empowered by the College and Institute Act of British Columbia to manage, administer and direct the affairs of the college.

2.3. NIC central focus is to support student experiences and success;

3. Joint declarations of "JuventudEsGto", and "NIC":

3.1. NIC shall indemnify and save harmless "JuventudEsGto" from and against all claims, demands, losses, damages, judgements, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of NIC, NIC staff, or students arising out of the Agreement, excepting always liability arising from the negligence of "JuventudEsGto", or "JuventudEsGto" staff.

3.2. "JuventudEsGto" shall indemnify and save harmless North Island College from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of "JuventudEsGto" arising out of this Agreement, excepting always liability arising from negligence of NIC, or NIC staff.

## PURPOSE

The purpose of this agreement is to promote and expand international understanding, development and friendship by stimulating and supporting educational, professional, technical, and administrative staff of and the respective communities that support these institutions.

In particular, for the purpose of this MOU, JuventudEsGto and NIC will encourage Mexican student mobility for research and study at NIC.

This document outlines the terms of the agreement between JuventudEsGto and NIC for implementing this collaboration. The mutual cooperation will operate as follows:

1. NIC agrees to provide a partial scholarship of 20 percent of the value of international student tuition at NIC to JuventudEsGto students fulfilling the admission requirements and admitted for eligible two-year programs at NIC. The programs available to JuventudEsGto applicants will be provided a minimum of 6 months before the start of classes.
2. When convenient, NIC and JuventudEsGto, JuventudEsGto will organize webinars and other information sessions to provide information to JuventudEsGto students.
3. To ensure that activities undertaken in accordance with this MOU are implemented in an effective and systematic manner, NIC and JuventudEsGto will each appoint a person responsible to coordinate the overall scope and direction of activities. These appointments will be made at the time of the signing of this MOU. In particular, the designated coordinators will be responsible for ensuring that:
  - a. NIC and JuventudEsGto provide prospective students with information on their programs of interest and guidance on how to apply to NIC;
  - b. NIC provides JuventudEsGto with all the relevant promotional materials and brochures on the different college study programs to encourage interest among prospective Mexican students; and,
  - c. Both institutions have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.

The designated coordinators are:

**For North Island College:**

Romana Pasca  
Manager, International Projects,  
Partnerships, and Global Education  
Email: Romana.Pasca@nic.bc.ca

**For JuventudEsGto;**

Itzel Vianey Casillas Casillas  
International Programs Coordinator  
Email: icasillas@educafin.gob.mx

4. Further specific details of the articulation may be presented in a separate Service Agreement document.

5. NIC and JuventudEsGto expect that authorized representatives of the two institutions will, from time to time, negotiate supplementary agreements covering the development and operation of programs and projects in areas of mutual interest. In the absence of specific provisions to the contrary, such agreements shall, so far as possible, adhere to the general principles set out in this MOU.
6. NIC and JuventudEsGto will promote the existence of this MOU, supplementary agreements concluded under this MOU, and the programs and projects arranged within the framework of those agreements, to their respective staff members and students, and will undertake to distribute relevant information and materials to them, in whatever form is acceptable to and readily understood by the recipients.
7. Implementation of this MOU and any supplementary agreements will be subject to the availability of resources on the part of both institutions.

**JuventudEsGto will:**

- Recruit eligible participants for the program;
- Inform students of and direct the payment of fees according to requirements and deadlines;
- Provide all participants with preparatory orientation information prior to their departure;
- Ensure that all participants have appropriate passports, electronic visas eTAs, emergency contact information, and travel insurance (if considered);
- Make the official postulation of the students selected for the program and inform NIC about:
  - List of students selected for the program;
  - Homestay application form;
  - Copy of Passport; and
- Participate in partnership meetings as required.

**NIC will:**

- Coordinate the flow of information regarding program availability, student pre-departure, payment of fees, wire transfers, other services and supports, and orientation;
- Work with the eligible students to register them in the academic program at NIC;
- Provide airport pick-up and drop off for those students with CHN Homestay organized;
- Assist with providing information about accommodation and provide support to connect with homestay options;
- Assist with enrolling students in a private medical insurance plan offered through GuardMe; and,
- Participate in partnership meetings and reporting as required.

**CONFIDENTIALITY**

- 1) The parties shall at all times during the continuance of this MOU and after its termination:
  - a) Use its best endeavours to keep all restricted Information (being any information which is disclosed to the parties pursuant to or in connection with this MOU, whether orally or in writing, and whether or not such information is expressly

stated to be confidential) confidential and accordingly not to disclose any restricted Information to any other person; and

- b) Not use any restricted Information for any purpose other than the performance of the obligations under this MOU.

2) Any restricted Information may be disclosed by a party to:

- a) Any governmental or other authority or regulatory body as is required by law; or
- b) Any employees of the other parties or of any of the aforementioned persons, to such extent only as is necessary for the purposes contemplated by this MOU, or as is required by law and subject in each case to the party using its best endeavours to ensure that the person in question keeps such restricted Information confidential and does not use such restricted Information except for the purposes for which the disclosure is made.

3) Any restricted Information may be used by a party for any purpose, or disclosed by a party to any other person, to the extent only that:

- c) It is at that time, public knowledge through no fault of the party (provided that in doing so the party shall not disclose any restricted Information which is not public knowledge); or
- d) It can be shown by the party, to the reasonable satisfaction of the other parties, to have been known to it prior to its being disclosed by the other party or parties.

#### TERMINATION

- 1) Should one of the parties have a concern about the other's actions under this MOU, and assuming both parties have a mutual interest in resolving the concern, the parties agree to resolve the concern.
- 2) Both Parties, NIC and JuventudEsGto have the right to terminate this MOU immediately, without prejudice or any other remedies or reasons, by providing a written notice to the other party.
- 3) Any breach of this MOU by either party shall constitute the termination of the agreement by default and with immediate effect.
- 4) Upon the termination of this agreement, JuventudEsGto is no longer considered a representative of NIC, NIC's programs, NIC's services or products. By such, JuventudEsGto must cease all advertising and/or promotions of NIC. All material related to NIC whether produced by JuventudEsGto or NIC must be immediately removed from the office or offices of JuventudEsGto. The material cannot be transferred, sold, given to or traded with any other person or company, including but not limited to, other representatives, and/or other institutions.

FORCE MAJEURE

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

GOVERNING LAW

This MOU is governed by, and is construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

This agreement shall remain in force from the date of signature by the designated representatives of each party and may be reviewed or renegotiated at the request of either party. Either party may terminate the agreement by providing at least thirty days prior written notice to the other party.



Dr. Lisa Domae  
President  
North Island College

Date: June 17, 2021



Esther Angélica Medina Rivero  
General Director  
JuventudEsGto

Date: August 30, 2021



Mark Herringer  
Executive Director  
Office of Global Education  
North Island College

Date: June 17, 2021



Luis Armando Flores Sánchez  
National and International Affairs Director  
JuventudEsGto

Date: August 30, 2021