



RECIPROCAL STUDENT EXCHANGE AGREEMENT

Between

NORTH ISLAND COLLEGE
Courtenay, British Columbia, Canada

And

FEDERAL INSTITUTE OF EDUCATION, SCIENCE AND TECHNOLOGY OF AMAZONAS
Manaus, Amazonas, Brazil

PREAMBLE

North Island College (hereafter referred to as NIC), Courtenay, British Columbia, Canada, and Federal Institute of Education, Science and Technology of Amazonas (hereafter referred to as IFAM), Manaus, Amazonas Brazil, hereby agree upon the following terms and conditions as set forth in this Student Exchange Agreement, beginning with the 2021 Academic Year and continuing each year thereafter for five (5) years.

DEFINITIONS

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

- "Host institution" shall stand for that institution receiving students.
- "Home institution" shall stand for that institution sending students as well as the institution from which those students intend to graduate.
- "Academic year" shall stand for one regular academic year of study, whether broken down into quarters, semesters or terms. Both NIC and IFAM equate one "academic year" to two consecutive semesters of study.

TERMS

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 Brazil and Canada.

2. Each home institution, conforming to the admission requirements of the host institution, shall assume full responsibility for the assessment and selection of qualified candidates. The host institution shall then respect the selection so made. However, the host institution reserves the right to make final judgement on the admissibility of each student nominated for exchange. The selection process shall consist of stringent evaluation of the student's previous academic record, with students normally having achieved at least a 'B' average or equivalent academic standing, language skills, motivation, and overall potential to succeed in an international academic environment.

3. For NIC, English proficiency must be attested to by IFAM that any student being recommended meets or exceeds the academic English level required to be successful in their academic studies.

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4. Each institution shall accept students from the other party on the basis of the home institution's recommendation and according to the following guidelines:
- a. In any given calendar year, NIC shall accept two full-time undergraduate students from IFAM, normally in the second or third year of their program, for one academic term or an agreed-upon duration not to exceed one academic year. NIC will be notified of IFAM's exchange student names and proposed study plan and courses at least four months prior to the commencement of classes.
 - b. In any given calendar year, IFAM shall accept two full-time NIC students for one academic term or an agreed-upon duration not to exceed one academic year. IFAM will be notified of NIC's exchange student names and proposed study plan and courses at least four months prior to the commencement of classes.
 - c. As stated above, institutions may send students for up to one academic year (two terms). Two students for one term shall be equivalent to one student for two terms.
 - d. When either home institution would like to send more than two students in a given year, it is necessary to get agreement from the host institution or recommend the students as full tuition paying students.
 - e. It is understood that a full-time student normally enrolls in nine to fifteen (9-15) credit hours of courses (three to five courses) per term at NIC and an equivalent number of units at IFAM. While this number might serve as a model, it is not incumbent upon participating exchange students to take only that number, provided both host and home institutions agree to any variation.
 - f. As NIC has many cohort-based programs, permission may be required from the program head for admission of exchange students into such programs (example: most health and human services programs, interactive media, all trades/technical, etc.).
 - g. All semester programmes published in the IFAM Exchange Guide can be taken by NIC students, as long as the student complies with the entry requirements. IFAM reserves the right to limit access due to capacity or other reasons.

The following programmes (and those noted in 4.f) offered by NIC can be taken by IFAM students, as long as the student complies with the entry requirements:

- i. Tourism and Hospitality
- ii. Business
- iii. Humanities
- iv. Sciences
- v. Social Sciences

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 on a credit system.

6. If an exchange imbalance exists at the end of any given year, it shall be resolved as follows:
 - a. If this agreement is continued, every attempt shall be made to correct the imbalance by adjusting the number of students to be exchanged in the following year, and for every year thereafter, unless otherwise agreed upon.
 - b. Other means may be identified to 'balance the agreement – these may include hosting visiting faculty, supporting field school development, applied research exchange, 'virtual' classroom exchange, etc.
 - c. If this agreement is terminated, the institution having hosted the larger number of student/terms to that point shall be entitled to rectify any existing imbalance within two years from the date in which the agreement is officially terminated. No monetary transactions will be used.
7. All exchange students shall be subject to the same code of behaviour and same academic regulations regarding class performance as pertaining to the regularly-enrolled students at the host institution. All exchange students will have the same rights and privileges enjoyed by other students at the host institution. They will be subject to the same assessment procedures for the course in which they are enrolled as students 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.
8. Students who are accepted for a full academic year must be in good standing upon the completion of their first term at the host institution, in accordance with the host institution's academic requirements for its regularly enrolled students.
9. If a student does not abide by the guidelines as set out in #7 and #8 above, and in other exceptional circumstances, the host institution may, after consultation with the student's home institution, require said student to return to his/her home institution.
10. It shall be the sole responsibility of the home institution to decide how many credit units each student may actually receive for courses taken at the host institution.
11. In consideration of #10 above, tuition and other fees shall be arranged as follows:
 - a. Each NIC student shall pay tuition and other required fees to NIC and will be exempted from payment of tuition at IFAM.
 - b. Each IFAM student shall pay tuition and other required fees to the home institution and will be exempted from payment of tuition at NIC. IFAM students may be required to pay other fees such as student union fees, bus passes, medical insurance and field trip fees.
 - c. Each student shall be personally responsible for all other costs incurred due to participation in this exchange, including accommodation and insurance – including medical insurance.



12. The host institution will assist in finding housing for visiting exchange students, either off or on-campus but it is the student (not the institution) who determines what accommodation will meet their needs.

13. Each student participating in this exchange must provide for his/her own transportation to and from the host institution. Each student shall also be personally responsible for expenses including but not limited to personal and living expenses, travel and related costs, as well as books and school supplies.

14. Each student must purchase the required health insurance to cover medical contingencies while in the host country. IFAM will recommend insurance to their students and NIC will recommend insurance to their students.

15. At the end of each semester, the host institution will provide an original official transcript of courses taken and credits earned for each exchange student studying at the host institution.

16. Upon completion of the program at the host institution, the exchange student is expected to return to the home institution. Any extension of stay is the sole responsibility of the student including any required immigration or other required documentation.

17. This agreement shall continue for a five-year period, but may be terminated by either NIC or IFAM by official written notification duly signed by the presiding officer of the notifying party. This notice of termination must be received by the other party six months in advance to the termination date.

18. Should either party currently have an active exchange in place at the time of pre-mature termination of this agreement, it is agreed that both parties will honour the current exchange to its natural completion.

19. This agreement may be extended by mutual consent of the two institutions and may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this of understanding.

20. Each institution will appoint a contact person responsible for the implementation of the exchange programme.

FINANCIAL RESOURCES

This Agreement does not involve the transfer of public resources, and each part shall, through its own budgetary allocations, fund the expense related to the specific actions under its competence, the remuneration of the professionals involved and any charges due to the developed activities.

FORCE MAJEURE

Parties here to will be released from their obligations under this agreement 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.





PUBLICATION AND FORUM

This Agreement shall be published in the Brazil Federal Official Gazette at the own cost of IFAM and it shall be governed by the applicable law in accordance with the International Law Norms. Any disputes arising out of this Agreement that cannot be enlightened by the representatives of the parties nor settled amicably shall be settled in accordance with the rules of International Law, and the parties may appeal to the competent authorities and / or authorities of their countries in accordance with the rules of jurisdiction in force.

And, being so fair and agreed, sign this Agreement in 02 (two) copies of same content and form, in the presence of witnesses who also subscribe it, so that the effects of this Agreement can immediately occur.

In Witness of the terms of this agreement, our signatures are affixed:

NORTH ISLAND COLLEGE

FEDERAL INSTITUTE OF
EDUCATION, SCIENCE AND
TECHNOLOGY OF AMAZONAS

Dr. Lisa Domae
President
North Island College

Prof. MSc. Jaime Cavalcante Alves
Rector
Federal Institute of Amazonas, Science
and Technology of Amazonas

Date: 23 Sept 21

Date: 16-08-2021