

**UNIVERSITY COUNCIL
INTERNATIONAL ACTIVITIES COMMITTEE
FOR INFORMATION ONLY**

PRESENTED BY: Hongming Cheng; Chair, International Activities Committee

DATE OF MEETING: April 21, 2016

SUBJECT: Templates for International Agreements

COUNCIL ACTION: For information only

CONTEXT AND BACKGROUND:

The International Activities Committee of Council has as part of its mandate the responsibility to report to Council on matters relating to international students, research, and alumni activities from the international units of the University. The International Office, part of the Office of the Vice-President Research, has developed two templates for international agreements to help streamline the process for entering into agreements with international partners and is in the process of developing templates for other common agreements. These are due diligence documents to help ensure that appropriate consultation is conducted.

DISCUSSION SUMMARY:

Memoranda of Understanding

The signing of Memoranda of Understanding (MOU) with international partner institutions indicates an intent to develop a relationship between the U of S and partner institutions. These MOUs are not legally binding and this is stated in the agreement, however, they open the door for a number of activities such as faculty and graduate student visits. As these activities are further developed, they are often formalized in separate agreements. Developing a template for MOUs with standardized language reviewed by legal experts allows the U of S to be more responsive when building relationships with international partner institutions. The U of S template MOU may be replaced by a template from another institution if requested by the partner and the template is comparable to the U of S template and includes required clauses about legal and financial liability. Normally, MOU's are signed by the Provost and Vice President Academic.

Undergraduate Student Exchange Agreement

The undergraduate student exchange agreement is considered a legally binding agreement and the template ensures that all terms and clauses required by the U of S are included when we are sending our students abroad. These include the number of student exchanges, selection and enrolment of exchange students, responsibilities of students and responsibilities of institutions, indemnities and liability. Undergraduate student exchange agreements are signed by the Provost and Vice President Academic and the University Secretary.

Due Diligence Processes for Agreements

In recent years due diligence processes have been implemented and refined to ensure that the colleges, school and administrative units involved have reviewed an agreement and that the agreement is compatible with priorities, policies, and procedures. Due diligence processes must be complete before agreements are signed by Senior Administration.

Questions on the template MOUs can be directed to Diane Martz, Director of International Research and Partnerships at diane.martz@usask.ca.

ATTACHMENTS:

1. Template - Memorandum of Understanding
2. Template - Academic Agreement for the Exchange of Students
3. Template - Due Diligence Form for International Agreements
4. Template - Due Diligence Form for Bilateral International Agreements

**MEMORANDUM OF UNDERSTANDING
BETWEEN (Institution, City, Country)
AND
UNIVERSITY OF SASKATCHEWAN (Saskatoon, Canada)**

Consistent with the cordial and cooperative bilateral relationship between Canada and (Country) and in order to foster additional academic and scholarly collaboration between the University of Saskatchewan (Saskatoon, Canada) and (Institution, City, Country) hereinafter referred to as the "Parties" or singularly "Party". These two post-secondary institutions have agreed to the following framework; this framework is based upon principles of mutual equality and the reciprocity of benefits.

1. The Parties will explore opportunities to cooperate in various academic, research and scholarly endeavors in fields of mutual interest. This cooperation may include consideration of the following:
 - Exchanges and internships for faculty, staff and students;
 - Introduction of new curricula;
 - Joint research projects;
 - Exchange of publications and training materials; and
 - Development of joint academic programming.

The primary areas of focus for this framework relate to (areas of focus) programming.

2. The specific details of these activities would have to be articulated and agreed to in separate collaboration agreement(s).

These collaboration agreement(s) would include implementation plans developed through mutual consultation and negotiation and would be signed by both institutions in accordance with their own institutional policies.

3. Each party will appoint a coordinator to serve as a point of contact for this agreement. At the University of Saskatchewan this person will (Name, Title) and at (Institution) this person will be (Name, Title).
4. This Memorandum of Understanding reflects the commitment of the Parties to collaborate as expressed, and is not intended to be legally binding in nature.
5. As a result of this framework, neither Party will incur any financial obligations resulting from the actions of the other Party without a prior agreement in writing to accept specific financial obligations. Any additional agreement pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each party.

6. This Memorandum will be in effect from the date of signature for a period of five years. It can be extended for a period as mutually agreed in writing by both parties. Either of the Parties can terminate the Memorandum by giving six months of written notice to the other.

On behalf of the University of Saskatchewan:

Ernie Barber , Ph.D.
Interim Provost and Vice-President Academic
University of Saskatchewan

Date:

On behalf of (Institution)

Full Name of Signing Authority
Title of Signing Authority

Date:

Academic Agreement for the Exchange of Students
Between
UNIVERSITY OF SASKATCHEWAN, Saskatoon, Canada
and
(Institution, City, Country)

To facilitate the process of internationalization at their respective institutions, the University of Saskatchewan , (U of S), Saskatoon, Canada and (Institution, Short Name, City, Country) agree to establish a reciprocal exchange agreement based on principles of mutual benefit.

1. Definitions

“**Agreement**” this Academic Agreement for the Exchange of Students.

“**Home Institution**” means the party to which exchange students are registered in an undergraduate academic program.

“**Exchange Student**” means a student who is registered as a full-time student at the home institution, in an undergraduate academic program, and whose status as a student is determined exclusively by the home institution.

“**Host Institution**” the party accepting and allowing exchange students to study or do research in its facilities.

“**Party**” means either the U of S or (Short Name) “**Parties**” means both U of S and (Short Name)

2. Purpose

2.1 The purpose of this exchange agreement is to promote international friendship and academic cooperation by stimulating and supporting study and intercultural activities between students from Canada and (Country).

3. Numbers

3.1 In every academic year during the term of this agreement, each institution may send students to fill a maximum of four semester placements. Two exchange students enrolling for one semester of study is equivalent to one exchange student enrolling for one academic year of study. The U of S and (Short Name) shall strive to keep the exchange in balance over the any given two-year period, and will endeavour to correct any imbalances in the following years.

4. Selection and Enrolment of Exchange Students

4.1 Each institution, conforming to the admission requirements of the host institution, shall assess and nominate full-time qualified undergraduate students to participate in the exchange:

4.2 Students participating in this exchange must meet admission requirements as well as the following criteria:

(a) Students will have completed at least one year of full-time study prior to their participation in the exchange.

- (b) Students shall be in good academic standing with their home institution; and
- (c) The selection process will take into account the language proficiency requirements, for admission, of the host institution's program when selecting students. It is recommended that students meet minimum language proficiency requirements to ensure they are able to successfully participate in studies at the host institution.

4.3 The host institution reserves the right to reject any exchange candidate.

4.3 Participating students under the terms of the agreement shall be enrolled as non-degree or visiting students at the host institution for the term of the exchange. The host institution shall provide the home institution with official transcripts of the exchange students' academic performance. Students participating in the exchange must formally request a transcript from the host institution, and shall be responsible for paying any fees charged for issuing transcripts.

5. Responsibilities of Students

5.1 Participating students shall pay tuition fees to their home institution, and shall be exempt from paying tuition to the host institution. Students are responsible for paying other applicable fees to the host institution and for all obligatory expenditures required in the host country.

5.2 All participating students in this exchange are required to obtain insurance coverage, particularly health and accident insurance, for the time spent abroad.

5.3 Participating students shall be subject to the rules and regulations of the host institution. They shall have the same rights and privileges as other students at the host institution.

6. Responsibilities of Institutions

6.1. The host institution will assist exchange students to find suitable accommodation.

6.2 The U of S and the (Short Name) will abide by a policy of equal opportunity, and do not discriminate on the basis of race, sex, age, ethnicity, religion, national origin or physical disability.

6.3 Each institution will designate an officer for general program administration. The officers will be in regular contact with one another, especially in regard to exchange details necessary to implement this agreement. Each party agrees to provide the other with timely notice if a new officer is designated to administer the program.

7. Indemnities and Liability

7.1 As a result of this agreement neither party will incur any financial obligations resulting from actions of the other party without a prior agreement in writing to accept specific financial obligations.

7.2 Each party shall maintain a policy or program of general and professional liability insurance at liability limits in no event less than \$2 million USD per occurrence.

8. Period of Agreement

8.1. This agreement shall remain in effect for a period of five years from the date it is signed. It may be amended, subject to the formal approval of the amendments by the authorized representatives of each institution

8.2. Either party may terminate the Agreement at any time during the term specified herein, provided at least six months written notice is provided to the other party. In the case of early termination of the agreement, the parties agree that any previously approved exchange shall continue and be completed as if the Agreement had remained in force.

9. Signature

In witness hereof, the duly authorized representatives of each institution agree to the provisions of this agreement.

On behalf of the University of Saskatchewan:

Ernest Barber
Interim Provost and Vice-President Academic

Date

Elizabeth Williamson
Secretary

Date

On behalf of (Full Name of Institution)

Name of Signing Authority #1
Title of Signing Authority # 1

Date

Name of Signing Authority #2
Title of Signing Authority # 2

Date



UNIVERSITY OF SASKATCHEWAN

Due Diligence Form for International Agreements

Name of Partner Institution:

Type of Agreement: **MOU**

Agreement Format: **U of S MOU Template**

New Agreement *Renewal* *Addendum*

By signing, you endorse that you have read the agreement and believe it a good fit with College and University priorities.

I assure:

- Academic compatibility among parties
- The proposed activity fits within the scope of the department, division or college
- The financial/staffing /space implications for the department, division or college are manageable
- The financial and human resources to manage the program appropriately are available
- The location of the program and its activities are in compliance with University Policies 7.01 (International Travel Risk management) and 3.13 (Field work)

Consultation with International Office/International Research and Partnerships Office

Diane Martz

Director, International

Research and Partnerships

Sign: _____

Date : _____

Consultation with Student and Enrolment Services Division (SESD) *Overview of impact on SESD portfolios, alignment with enrolment priorities and market strategy.*

Alison Pickrell
Director of Enrolment and
Student Affairs

Sign: _____ Date : _____

Consultation with the International Office : *The proposed activity aligns with University Priorities and this agreement has been reviewed by all relevant parties.*

Diane Martz
Director, International Research and
Partnerships

Sign: _____ Date : _____