

**APPENDIX TO THE MEMORANDUM OF UNDERSTANDING  
FOR INTERNATIONAL STUDENT EXCHANGE**

**BETWEEN:                      UNIVERSIDAD DE CHILE, CHILE  
AS REPRESENTED BY THE SCHOOL OF  
ECONOMICS AND BUSINESS**

**("FEN")**

**AND:                            THE GOVERNORS OF THE UNIVERSITY OF ALBERTA,  
EDMONTON, CANADA  
AS REPRESENTED BY THE ALBERTA SCHOOL OF  
BUSINESS**

**(THE "U OF A")**

Collectively referred to as the "Parties"

**WHEREAS:**

- A. The Parties to this appendix (the "Agreement") have entered into a memorandum of understanding (the "Memorandum of Understanding"), a copy of which is attached to this Agreement; and
- B. The Parties agree to formalize the terms for an Agreement under which it is possible for an exchange of students between the two Parties on a continuing basis (the "Exchange").

**NOW THEREFORE** in consideration of the above and other good and valuable consideration, the Parties agree as follows:

**1. DEFINITIONS**

**1.1. In the Agreement:**

- a. "Home Institution" means the institution from which a student intends to graduate and the institution in which the student is regularly enrolled;
- b. "Host Institution" means the institution which has agreed to accept Exchange Students from the Home Institution who are participants in the Exchange;
- c. "Exchange Students" means students who have been accepted by the Host Institution and are participating in an Exchange;

## **2. COMING INTO FORCE, TERMINATION, AND AMENDMENTS**

- 2.1. The Agreement shall become of force and effect from the date of execution on behalf of both Parties and shall continue in effect until the expiry or termination of the Memorandum of Understanding or until terminated by mutual agreement or in accordance with the terms of the Agreement.
- 2.2. Either party may terminate the Agreement on twelve (12) months written notice to the other party.
- 2.3. The Agreement may be amended by the mutual written consent of the Parties.

## **3. LIAISON OFFICERS**

- 3.1. Each party shall designate a liaison officer (a "Liaison Officer") who will be responsible for coordinating the specific aspects of the Exchange as well as advising and assisting students.
- 3.2. The designated Liaison Officers for the Agreement are:

### ***For FEN***

*Prof. Erich Spencer  
Director International Affairs*

*Diagonal Paraguay 257, Of.  
1103  
Santiago, Chile*

*56-02-978-3366  
56-02-222-0639  
espencer@fen.uchile.cl*

### ***For The U Of A***

*Edy Wong  
Associate Dean,  
International  
3-21 B, Business  
Building  
U of A, Edmonton,  
AB, Canada T6g 2r6  
780-492-8137  
780-492-0280  
edy@ualberta.ca*

## **4. STUDENT SELECTION**

- 4.1. Each Home Institution will send up to 2 FTE to the Host Institution each academic year commencing with the 2010/2011 academic year. This number may be changed by the mutual consent of the two Parties.
- 4.2. For the purpose of accounting and managing the flow of Exchange Students each Exchange Student registered at the Host Institution shall be counted as one "Unit of Exchange" (0.5FTE) when attending part of or an entire normal academic term, or two "Units of Exchange" (1.0 FTE) when attending for a normal academic year. The Liaison Officers of the two institutions shall review the program annually to determine any imbalance in the FTE student count, and adjust the numbers of students exchanged to maintain a reasonable balance in the Exchange. An imbalance of more than five FTE shall not be allowed at either the Host or Home Institution.



- 4.3. The Home Institution shall nominate students (a "Nominated Student") for Exchange at the Host Institution who meet the following criteria:
- a. Nominated Students shall be registered in a program of study at the Home Institution;
  - b. Nominated Students shall have an above average academic performance record at the Home Institution;
  - c. Nominated Students shall meet the language proficiency requirements of the Host Institution, which is to be communicated by the Liaison Officers each year;
  - d. Nominated Students proposed programme of studies at the Host Institution shall be approved by the Host Institution.
- 4.4. Liaison Officers at the Home Institution shall submit Nominated Student applications to the Liaison Officer at the Host Institution no later than Host Institutions published deadline.
- Nominated Student applications from the FEN must be received by the U of A no later than April 15 for Nominated Students intending to commence studies at the U of A in the Fall Term or no later than September 15 for Nominated Students intending to commence studies at the U of A in the Winter Term.
  - Nominated Student applications from the U of A must be received by the FEN no later May 15 for Nominated Students intending to commence studies at the U of Chile in the Fall Term or no later than December 15 for Nominated Students intending to commence studies at the U of Chile in the Winter Term.
- 4.5. Should either party to the Agreement wish to amend the application deadline as noted in paragraph 4.4, they shall advise the other party in writing of the new deadline and shall provide at least 3 months notice of such change.

## **5. EXCHANGE STUDENT FEES AND FINANCIAL MATTERS**

- 5.1. Exchange Students shall have sufficient personal funds to cover any and all expenses not covered by the Home Institution or the Host Institution as detailed in this Agreement. Expenses which the Exchange Student must cover include, but are not limited to:
- Cost of living (including rent, food and health care costs);
  - Recreation;
  - Travel and transportation, including travel insurance;
  - Text books and school supplies

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "FEN" and "U of A" around a central emblem.

- All necessary visas
- 5.2. Exchange Students shall pay to the Home Institution full tuition and other required fees for the period of the exchange in accordance with the fee payment schedule of the Home Institution.
- 5.3. Exchange Students shall not be required to pay any tuition, non-instructional or mandatory fees at the Host Institution for the period of the Exchange, regardless of where the fees are assessed, unless agreed upon in advance or otherwise noted in this Agreement.
- At the U of A, incoming graduate Exchange Students will be required to pay the application fee.
  - All visiting Exchange Students at the U of A who are attending classes at any of the campuses located within the City of Edmonton shall pay a once per term fee for the Universal Transit Pass (the "U-Pass") which provides the student with unlimited use of all Edmonton area public transportation. This fee must be paid by the Exchange Student at the beginning of each term.
  - All visiting Exchange Students at the U of A who are not Canadian citizens or who are not permanent residents of Canada and therefore do not have public health care coverage from one of the provinces of Canada shall participate in the University of Alberta Health Insurance Plan (UAHIP) and pay the required premiums to the U of A.

## **6. EXCHANGE STUDENT GENERAL TERMS**

- 6.1. No Exchange Student shall have a term at the Host Institution which exceeds either two terms or the equivalent of one academic year.
- 6.2. Any extension of the Exchange beyond the number of Units of Exchange that were originally agreed on in regards to the specific Exchange Student shall be approved in writing by the Liaison Officer from each of the U of A and the FEN.
- 6.3. The Host Institution shall provide the Exchange Student with an official transcript of his or her academic record as soon as possible after the completion of that student's Exchange. Exchange Students at the U of A must formally request that the Registrar's Office forward copies of their transcript to their Home Institution; transcripts will not be sent without the consent of the Exchange Student.
- 6.4. Exchange Students shall be considered non-degree seeking Students by the Host Institution, and:
- The U of A shall provide visiting Exchange Students participating in an undergraduate program with a designation of *visiting student*;



- The U of A shall provide visiting Exchange Students participating in a graduate program with a designation of *visiting graduate student*;
  - The FEN from the U de Chile shall provide visiting Exchange Students with a designation of *visiting exchange student*.
- 6.5. The Host Institution shall have the right to exclude Exchange Students from some programs of study at the Host Institution, however, for available programs Exchange Students shall be free to choose courses available at the Host Institution provided that the Exchange Student has the necessary prerequisites and provided that space is available in the course.
- 6.6. Where Exchange Students who are participating in a post-graduate program and are involved in research, the Parties shall determine ownership of intellectual property at the outset of the project conducted as part of thesis research.
- 6.7. The Host Institution shall assist the Exchange Student in locating/obtaining institution approved housing, the cost of which shall be paid by the Exchange Student.
- The U of A will guarantee Exchange Students who will be commencing studies in the September term with U of A managed housing on the condition that a housing application is received at the U of A Housing Office prior to April 30, along with the full application fee. More information on guaranteed housing can be found here:  
<http://www.uofaweb.ualberta.ca/residences/GuaranteedHousing.cfm>
  - The U of A can provide no guarantee of U of A managed housing for Exchange Students who will commence studies in the January term.
  - Students may submit housing applications to the U of A Housing Office prior to receipt of their offer of acceptance from the U of A.
  - Exchange students at the FEN from U de Chile are responsible for securing their own housing. Students will receive a list of available accommodation from the host international co-coordinator.
- 6.8. Exchange Students shall be bound by the rules, regulations and codes of conduct of the Host Institution and the laws of the host country during the Exchange.
- 6.9. The Host Institution shall ensure that an adequate reception, orientation and ongoing advice and support is available for the Exchange Student.

## **7. GENERAL RULES**

### **7.1. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA)**

The parties at all times agree to comply with the applicable provisions of the Freedom of Information and Protection of Privacy Act (Alberta) ("FOIPP"), as amended. For further information about FOIPP see <http://www.ipo.ualberta.ca>

### **7.2. CONFIDENTIALITY**

Each party acknowledges that it may come into possession of confidential information of the other party. Accordingly, each party agrees that it will only use such confidential information for the purposes contemplated in this Agreement and that it will not, without the prior, written consent of the other party, disclose to any third party such confidential information. For the purposes of this Agreement, "confidential information" shall not include information that was already in the public domain, information that comes into the public domain through no act of the receiving party or information that is required to be disclosed under any applicable law or by order of a court.

### **7.3. GOVERNING LAW**

This Agreement shall be interpreted and construed in accordance with the laws of Alberta and Canada, and the Parties hereby submit to the exclusive jurisdiction of the Courts of Alberta.

### **7.4. INDEMNIFICATION**

Each party shall:

- be liable to the other party for; and
- indemnify and hold harmless the other party from and against;

any and all liabilities, damages, costs, claims, suits or actions (whether in relation to third parties or direct liabilities, damages or costs, including solicitor / client fees) resulting from any injury to persons, damage to property, or claims made by students, occasioned by or as a result of the negligent acts, wilful misconduct or breach of obligations assumed under this contract by their students, employees, officers, agents and contractors.

### **7.5. SURVIVAL**

All provisions relating to the nature of the relationship, indemnity, insurance, payment, confidentiality, and other obligations and provisions, the performance of which by their nature extends beyond the termination of this Agreement, shall continue in full force and effect following the effective date of such termination.

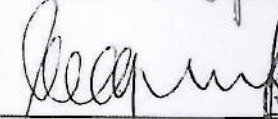




**IN WITNESS WHEREOF** the duly authorized officers of the Parties have executed and delivered this Agreement on the dates indicated below.

Signed for and on behalf of  
**UNIVERSIDAD DE CHILE (FEN)**

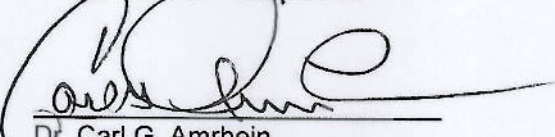
by its duly authorized officer on  
the 7<sup>th</sup> day of September 2011.

  
Dr. Manuel Agosin  
Dean (a) of the School of Business  
and Economics



Signed for and on behalf of  
**THE GOVERNORS OF THE  
UNIVERSITY OF ALBERTA**  
by its duly authorized officer on

the 28 day of April 2011.

  
Dr. Carl G. Amrhein  
Provost and Vice-President (Academic)