Student Exchange Agreement

Between

The University of Chile (Ingeniería de Minas), Santiago, Chile, South America

and

McGill University, Faculty of Engineering (Department of Mining and Materials), Montreal, Canada

OBJECTIVE

The University of Chile and McGill University ("Institutions"), desiring to enhance educational exchange opportunities for their students ("Exchange Students"), and based upon principles of mutual trust, agree to the establishment of a Student Exchange Program ("Program"), on the terms set out below.

TERMS

1. DEFINITIONS
   "Exchange" shall mean a one-for-one exchange of students from each university.
   "Exchange Students" or "Participants" shall mean students participating in the student exchange program.
   "Host Institution" shall mean the university which has agreed to receive the exchange students from the home institution.
   "Home Institution" shall mean the university at which the student intends to graduate.
   "Student Exchange Program" shall mean the student exchange program established herein.

2. NUMBERS OF STUDENTS
   During the term of this Agreement, each institution may send approximately two (2) students per academic year to be enrolled at the other institution. The actual number of students will be determined yearly by mutual agreement with the understanding that two students enrolling for one semester/term will be equivalent to one student for one year.
   Both institutions will review the program annually for any imbalances in student numbers. By mutual consent of the two institutions, imbalances can be carried forward from one year to the next as long as the balance can be restored by adjusting the numbers of students exchanged in subsequent years.

3. SELECTION OF PARTICIPANTS
   Exchange students shall be selected on the basis of academic merit and/or professional qualifications without regard to race, colour, sex (including gender identity), pregnancy, sexual orientation, civil status, age, religion, political conviction, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability.
The University of Chile and McGill University will accept the participants selected by the other Party subject to the participant meeting the academic and/or professional qualifications and standards of both universities. All participants will be treated in the same non-discriminatory manner in carrying out their responsibilities under this Agreement. Any violation of these principles will be considered grounds for terminating this Agreement.

The following guidelines apply to all exchange students:

a) The Program will be open to undergraduate students.

b) Exchange students shall undertake an academic program at the host institution, approved in advance by the student’s home institution. Transcripts of results from the host institution will be provided to the home institution as soon as possible after the completion of the exchange.

c) Exchange students shall be enrolled as full time, non-degree students at the host institution, for a period not exceeding twelve months. The host institution reserves the right to exclude students from restricted enrollment programs.

d) Exchange students must have completed at least one year of study at the home institution prior to commencing studies at the host institution.

e) Exchange students must have suitable levels of language ability for study at the host institution.

f) Any academic credit earned at the host institution shall be transferred back to the home institution in accordance with procedures determined by the latter.

g) Upon completion of the year or semester at the host institution, the exchange students must return to the home institution unless an extension of stay has been approved by both parties.

4. RESPONSIBILITIES OF MCGILL UNIVERSITY

McGill will agree to accept the prescribed number of exchange students, to enrol them as full time, non-degree students of McGill for the two regular semesters of the academic year or for one semester only (as applicable). McGill will assist the University of Chile exchange students, as far as possible, in finding suitable accommodation and will provide appropriate assistance in matters of health, language and local custom that may arise. McGill will designate an individual to act as liaison officer to facilitate the exchange under the terms of this Agreement.

5. RESPONSIBILITIES OF THE UNIVERSITY OF CHILE

The University of Chile will agree to accept the prescribed number of exchange students, to enrol them as full time, non-degree students of the University of Chile for the two regular semesters of the academic year or for one semester only (as applicable). The University of Chile will assist the McGill exchange students, as far as possible, in finding suitable accommodation and will provide appropriate assistance in matters of health, language and local custom that may arise. The University of Chile will designate an individual to act as liaison officer to facilitate the exchange under the terms of this Agreement.

6. RESPONSIBILITIES OF EXCHANGE STUDENTS

Exchange students will be responsible for:

(a) applying for and obtaining the appropriate visa (host institution to provide necessary documents);

(b) applying for and obtaining appropriate insurance (McGill exchange students are required to have their own medical insurance; the University of Chile’s exchange students are required to participate in McGill’s compulsory International Student Health Insurance plan); and

(c) complying with the same academic and disciplinary regulations as other students attending the host institution, in addition to adhering to the home institution’s standards of conduct; each institution shall have the right to terminate a particular student exchange at any time for reasonable cause.

Exchange students shall:

(a) have the rights and privileges enjoyed by other students at the host institution; and

(b) be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for international students at the host institution.
7. FINANCES

All exchange students must register/enrol and pay tuition and other fees to the home institution.

Exchange students will be responsible for:
a) International travel and travel in the host country;
b) Accommodation and meal expenses;
c) Medical insurance and medical expenses;
d) Textbooks, equipment, clothing and personal expenses;
e) Passport and visa costs;
f) Non-compulsory incidental fees; and

g) All other duties incurred during the period of exchange.

No exchange of funds between the two institutions will occur.

8. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

This Agreement shall enter into force effective September 2009 for a period of five (5) years upon signature by the representatives of the institutions. Either institution may terminate the Agreement by either party by giving twelve months notice to the other party in writing, upon the understanding that the Participants shall be permitted to complete the exchanges that began prior to the Agreement end date, and all terms and conditions of the Agreement shall apply until the last such exchange is completed. This Agreement may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. Any modification to this Agreement during its term will be evidenced in writing and signed by the representatives of the institutions. Such amendments, once approved by the parties, will become part of this Agreement.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of
The University of Chile
by its duly authorised officer

Signed for and on behalf of
McGill University
by its duly authorised officer

Francisco Briova
Decano, Facultad de Cs. Fisicas y Matematicas

Heather Munroe-Blum
Principal and Vice-Chancellor

October 6, 2008
Date

September 12, 2008
Date