



## **ACADEMIC STUDENT EXCHANGE AGREEMENT**

BETWEEN

**SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY  
PETERBOROUGH, ONTARIO, CANADA**

AND

**LIMERICK INSTITUTE OF TECHNOLOGY  
LIMERICK, IRELAND**

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**DECEMBER 2017**

The PARTIES to this ACADEMIC STUDENT EXCHANGE AGREEMENT are **The Sir Sandford Fleming College of Applied Arts and Technology** (hereinafter referred to as "**FLEMING**"), whose address is 599 Brealey Drive, Peterborough, Ontario K9J 7B1, Canada and **Limerick Institute of Technology** (hereinafter referred to as "**LIT**"), whose address is **Moylish Park, Limerick, Ireland, V94 EC5T**.

FLEMING and LIT agree to establish an ACADEMIC STUDENT EXCHANGE PROGRAM ("EXCHANGE PROGRAM") under the following conditions.

#### **ARTICLE 1: DEFINITIONS**

For the purpose of this AGREEMENT:

- "**ACADEMIC YEAR**" shall mean two consecutive academic terms
- "**AGREEMENT**" shall mean this EXCHANGE PROGRAM, and any or all of its attached Schedules and additional documents incorporated by reference
- "**CONFIDENTIAL INFORMATION**" shall mean any information disclosed by one Party to another during the term of this AGREEMENT and is identified as confidential. CONFIDENTIAL INFORMATION of a Party includes, but is not limited to, information about existing and/or contemplated products and services; technical, research and development, marketing, sales, operating or performance information; costs, profit and loss, margin and other financial information; know how, business and process information and other Intellectual Property; computer programs (or techniques), and all record-bearing media containing or disclosing such information and documents, books, manuals, reports, computer reports, software or data files, product specifications, samples, drawings, software demonstrations, documents, models or prototypes, and future products and plans.
- "**EXCHANGE**" shall mean a one-for-one exchange of students from each institution
- "**EXCHANGE PROGRAM**" shall mean the reciprocal arrangement between FLEMING and LIT whereby eligible students from both institutions are permitted to and study at the HOST INSTITUTION
- "**EXCHANGE STUDENT(S)**" shall mean the student participating in the EXCHANGE PROGRAM
- "**HOME INSTITUTION**" shall mean the institution from which the student intends to graduate
- "**HOST INSTITUTION**" shall mean the institution that has agreed to receive a participating student from the HOME INSTITUTION

- “PARTIES” shall refer to both Sir Sandford Fleming College of Applied Arts and Technology and LIT ~~University of Applied Sciences Ltd~~
- “TERM” shall mean a period of study in an ACADEMIC YEAR that is no more than fifteen (15) weeks in length

#### **ARTICLE 2: NUMBERS OF STUDENTS AND PERIOD OF EXCHANGE**

- 2.1. At implementation of this AGREEMENT and each subsequent ACADEMIC YEAR until expiry or termination, FLEMING may send up to 5 (five) EXCHANGE STUDENTS to LIT, and LIT may send up to 5 (five) EXCHANGE STUDENTS to FLEMING.
- 2.2. The PARTIES will review the AGREEMENT annually for any imbalances in the number EXCHANGE STUDENTS and will adjust the numbers the following year to maintain a balance. By November 1<sup>st</sup> of each year, the administrators of this EXCHANGE PROGRAM for each institution will agree upon the number of allotted exchange spaces on each side for the upcoming ACADEMIC YEAR.
- 2.3. No student shall participate in the EXCHANGE PROGRAM for a period greater than one ACADEMIC YEAR as defined by the HOME INSTITUTION.

#### **ARTICLE 3: AREAS OF EXCHANGE PROGRAM**

This AGREEMENT relates to specific faculties and disciplines at each institution as outline in SCHEDULE A.

#### **ARTICLE 4: ADMISSION AND CREDIT CERTIFICATION**

- 4.1. Students wishing to participate in the EXCHANGE PROGRAM will be nominated by their HOME INSTITUTION and shall:
  - 4.1.1. FLEMING: Be in good academic standing with at least '3.0' or 'B' average.
  - 4.1.2. LIT: Be in good academic standing with at least a '3' GPA or 'C' European Credit Transfer and Accumulation System (ECTS) average
  - 4.1.3. Have completed at least one (1) ACADEMIC SEMESTER in a recognized FLEMING postsecondary or LIT undergraduate or graduate program.
  - 4.1.4. Be enrolled in subjects that constitute full-time standing at the HOME INSTITUTION.
  - 4.1.5. Satisfy the minimum admission requirements as determined by the HOST INSTITUTION.

- 4.1.6. Satisfy the language proficiency requirement for admission or take appropriate language instruction prior to participating in the EXCHANGE PROGRAM, as determined by the HOST INSTITUTION.
- 4.2. Each HOME INSTITUTION will send to the HOST INSTITUTION the applications and all relevant and required documentation for the nominated students by a date determined by the HOST INSTITUTION. At FLEMING, unless otherwise agreed upon by both PARTIES, applications for incoming students proposing to attend FLEMING must be received no later than:
  - 4.2.1. March 1<sup>st</sup> for fall (September) semester entry;
  - 4.2.2. July 1<sup>st</sup> for winter (January) semester entry; or
  - 4.2.3. November 1<sup>st</sup> for spring (May) semester entry.
- 4.3. Each HOME INSTITUTION will send to the HOST INSTITUTION the applications and all relevant and required documentation for the nominated students by a date determined by the HOST INSTITUTION. At LIT, unless otherwise agreed upon by both PARTIES, applications for incoming students proposing to attend LIT must be received no later than:
  - 4.3.1. April 15<sup>th</sup> for fall (September) semester entry; or
  - 4.3.2. October 15<sup>th</sup> for winter (January) semester entry
- 4.4. The HOST INSTITUTION shall have the right to make final judgements on the admissibility of each student nominated by the HOME INSTITUTION.
- 4.5. The HOME INSTITUTION will evaluate coursework completed by each student at the HOST INSTITUTION and determine the type and amount of academic credit earned by the student, in accordance with policies, procedures, and regulations of the HOME INSTITUTION.
- 4.6. The student shall be responsible for obtaining official transcripts and arranging to have the document(s) forwarded to their HOME INSTITUTION, in accordance with policies, procedures, and regulations of the HOME INSTITUTION.

#### **ARTICLE 5: ENROLLMENT, FEES & ACADEMIC**

- 5.1. EXCHANGE STUDENTS shall enrol in full-time course work at the HOST INSTITUTION, which is to be determined in consultation with an appropriate academic advisors or the Head of the department or unit.
- 5.2. The HOST INSTITUTION may exclude EXCHANGE STUDENTS from restricted enrollment programs or courses. Should this occur, the HOST INSTITUTION will inform the HOME INSTITUTION'S PROGRAM ADMINISTRATION contact as detailed in ARTICLE 6: PROGRAM ADMINISTRATION.

- 5.3. EXCHANGE STUDENTS shall register and pay tuition fees at their HOME INSTITUTION. The HOST INSTITUTION shall provide tuition fee waivers for students participating in the EXCHANGE PROGRAM.
- 5.4. The HOME INSTITUTION shall advise its outbound EXCHANGE STUDENTS that they must return to the HOME INSTITUTION for academic studies or graduation upon completion of the EXCHANGE PROGRAM and in accordance with their visa status and expiration date.
- 5.5. EXCHANGE STUDENTS wishing to pursue credential studies at the HOST INSTITUTION must return to their HOME INSTITUTION and apply for admission as a credential-seeking student, in accordance with the standard international admission criteria and using the normal international application process.
- 5.6. EXCHANGE STUDENTS are responsible for obtaining any necessary permits and/or student visas.
- 5.7. EXCHANGE STUDENTS shall be responsible for their expenses related to their participating in the EXCHANGE PROGRAM including but not limited to:
  - 5.7.1. the purchase of health insurance and any other medical or associated expenses for the duration of the EXCHANGE. Medical insurance will conform to requirements established by the HOST INSTITUTION for other incoming international students and/or which conforms to study abroad standards at the HOME INSTITUTION
  - 5.7.2. the purchase of international and domestic travel and associated costs including meals, textbooks, study materials, local transportation, personal expense, and any other general living expenses not listed.
  - 5.7.3. any related passport and/or study visa costs.
  - 5.7.4. all other debts incurred during the course of the EXCHANGE
- 5.8. Instruction in approved exchange courses will be conducted in English at both the HOME INSTITUTION and HOST INSTITUTION.
- 5.9. The EXCHANGE STUDENT shall adhere to policies and practice of the HOST INSTITUTION while participating in the EXCHANGE PROGRAM, but also are subject to policies and procedures of their HOME INSTITUTION.
- 5.10. In the event of an academic appeal by the EXCHANGE STUDENT relating to his or her participation in the EXCHANGE PROGRAM, the academic appeal process of the HOST INSTITUTION will apply.
- 5.11. EXCHANGE STUDENTS are entitled to the same rights and privileges (including library resources, student support services, and athletic facilities) and subject to the same rules, policies, penalties, and discipline as other enrolled students at the HOST INSTITUTION. Additional charges normally paid by non-exchange students, such as

laboratory fees and specialized athletic instructional classes, will be the responsibility of the EXCHANGE STUDENT.

- 5.12. LIT is responsible for assisting and administering the ERASMUS Study Mobility program and if eligible relating funding directly with the EXCHANGE STUDENTS. FLEMING is not responsible for any activities related to the ERASMUS Student Mobility program.

**ARTICLE 6: PROGRAM ADMINISTRATION**

- 6.1. The PARTIES will identify the office and/or coordinator responsible for the administration of the AGREEMENT. The following department(s) will act as the liaison contacts for all matters concerning this AGREEMENT:

FLEMING	David Adam Baker, Business Intelligence Analyst   Pathways Coordinator, Academic Operations 1 (705) 749 5530 ext. 1268 david.baker@flemingcollege.ca
LIT	Gerald Gavin, International Office 0035361293485 gerald.gavin@lit.ie

- 6.2. The PARTIES may further appoint a faculty representative or administrator to liaise with its counterpart at the HOST INSTITUTION for the purpose of facilitating and implementing the EXCHANGE PROGRAM within a particular department, faculty, or unit.
- 6.3. It is understood that each Party will leverage its own resources to implement and fund this EXCHANGE PROGRAM.

**ARTICLE 7: ASSISTANCE TO EXCHANGE STUDENTS**

- 7.1. The HOME INSTITUTION agrees to debrief outbound EXCHANGE STUDENTS prior to their participation in the EXCHANGE PROGRAM on information specific to their program/courses, academic requirements, evaluation criteria and relevant policies of the HOST INSTITUTION, the laws and culture of the host country, anticipated expenses and any other relevant information.
- 7.2. The HOST INSTITUTION will ensure inbound EXCHANGE STUDENTS will have adequate arrangements are made for reception and orientation upon arrival to facilitate their integration into the new academic and social environment but such assistance shall not include financial assistance.
- 7.3. The HOST INSTITUTION will assist in the arrangement of accommodations by providing information on housing options available to participating EXCHANGE STUDENTS. The HOST INSTITUTION is not obligated financially or otherwise to provide housing. All living and accommodations costs are the responsibility of the EXCHANGE STUDENT.

- 7.4. The HOST INSTITUTION agrees to provide suitable working and study space to EXCHANGE STUDENTS, comparable to the space provided for its own non-exchange students.

**ARTICLE 8: TERMS OF AGREEMENT; AMENDMENT AND RENEWAL**

**8.1. SEVERABILITY**

If any provision of this AGREEMENT is determined to be invalid, illegal, or unenforceable in any respect, such provision shall be struck from this AGREEMENT and the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**8.2. ENTIRE AGREEMENT**

This AGREEMENT and the APPENDICES and related SCHEDULES attached hereto constitute the entire AGREEMENT between the PARTIES pertaining to the subject matter hereof and supersede all prior AGREEMENTS, understandings, negotiations and discussions, whether oral or written, of the PARTIES. In the event of any conflict between the terms of this AGREEMENT and the terms of any SCHEDULE, the terms of this AGREEMENT shall prevail. No supplement, modification, or waiver of this AGREEMENT shall be binding unless executed in writing by the Party to be bound thereby.

**8.3. NOTICE**

Any notice in writing that is required to be given hereunder shall be sufficiently given if delivered to the Party by hand or mailed by registered mail postage prepaid or couriered with acknowledgement of receipt by the relevant part at the address of the relevant Party indicated in ARTICLE 6.

**8.4. GOVERNING LAW**

This AGREEMENT shall be construed and the rights of the PARTIES shall be determined in accordance with the laws in force in the Province of Ontario and the federal laws of Canada applicable therein. The PARTIES irrevocably submit to the non-exclusive jurisdiction of the Courts of the Province of Ontario with respects to any matter arising here under or related hereto.

**8.5. COUNTERPARTS**

This AGREEMENT and all attached APPENDICES and SCHEDULES may be executed in counterparts and transmitted by electronic devices, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**8.6. SUCCESSORS AND ASSIGNS**

This AGREEMENT binds and benefits the PARTIES and their respective heirs, executors, administrators, successors and assigns. Neither Party may assign any rights or obligations under this AGREEMENT without the prior written consent of the other party. Notwithstanding the foregoing, either Party may, without the prior written consent of the other Party hereto, assign this AGREEMENT to a successor entity that acquires all or substantially all of the assigning PARTIES' assets.

- 8.7. This AGREEMENT shall be effective on the last signature date and shall continue in effect for a period of five (5) unless terminated as provided herein.
- 8.8. The AGREEMENT will be reviewed after one (1) year of the last signature date and at two (2) year intervals after that, or more frequently at the written request of either party.
- 8.9. A letter of mutual agreement between both PARTIES may amend this AGREEMENT. Any such amendment, once executed by the PARTIES, will become part of this AGREEMENT and will become a SCHEDULE to the AGREEMENT.
- 8.10. The PARTIES agree to discuss to renew this AGREEMENT at least six (6) months prior to its expiry.
- 8.11. This Agreement should be renewed upon mutual written notice of the PARTIES within its effective period. In the case the agreement cannot be successfully renewed within the effective period, the renewed AGREEMENT is applied retroactively to the expired date. In this case, the AGREEMENT shall be effective on the next business day of the expired date and shall continue for a period of one (1) year.
- 8.12. The PARTIES agree that, if at the end of the AGREEMENT no modifications are necessary, a letter to this effect signed by other PARTIES will extend the AGREEMENT for a period of time determined by mutual agreement of both PARTIES. Any such letter, once executed by the institutions, will become part of this agreement and will become an appendix to this AGREEMENT.
- 8.13. This AGREEMENT contains the entire AGREEMENT between the institutions concerning its subject matter, and supersedes any prior oral and written agreement, commitments, understandings or communications with respect to its subject matter.

#### **ARTICLE 9: NON-DISCRIMINATION**

Neither Party will discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Both PARTIES shall abide by these principles in the administration of this AGREEMENT and neither Party shall impose criteria for the exchange of students, which would violate the principles of non-discrimination, unless it is a reasonable bona fide or legal requirement.

#### **ARTICLE 10: INTELLECTUAL PROPERTY**

Unless the EXCHANGE STUDENT agrees otherwise, any works which the EXCHANGE STUDENT writes and creates for his or her courses at the HOST INSTITUTION are owned by the EXCHANGE STUDENT, not by the HOST INSTITUTION, and the EXCHANGE STUDENT does not need to give credit to or receive permission from the HOST INSTITUTION to use those works.



**ARTICLE 11: LANGUAGE**

The PARTIES hereby confirms that this AGREEMENT and all documents directly or indirectly thereto be drawn up in the English language.

**ARTICLE 12: MARKS, LOGOS, AND NAMES**

12.1 The PARTIES shall seek permission from the other before using the other's name, trademark, logo, or other associated mark in any promotional material.

12.2 Upon the expiration or termination of the EXCHANGE PROGRAM, the PARTIES shall forthwith at their own cost and expense, discontinue the display of the other's MARKS.

12.3 The PARTIES shall promptly return to each other all documents and publications in their possession belonging to the other party.

**ARTICLE 13: CONFIDENTIAL INFORMATION**

13.1. FLEMING and LIT acknowledge that the other is an educational institution, which is subject to the Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario) or the General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679 respectively.

13.2. Each Party agrees to maintain in confidence and safeguard all CONFIDENTIAL INFORMATION of the other Party as well as any Personal Information disclosed to it by the other Party. More specifically, each Party agrees to:

- i. use the CONFIDENTIAL INFORMATION only for the purpose of fulfilling the intent of this AGREEMENT;
- ii. use the same degree of care as with its own CONFIDENTIAL INFORMATION, which shall be at least a reasonable standard of care, to prevent disclosure of the CONFIDENTIAL INFORMATION;
- iii. disclose CONFIDENTIAL INFORMATION only to its employees, directors, officers, students, agents, and contractors ("Representatives") who have a "need to know" and who shall be made aware of, and be required to observe and comply with the covenants and obligations contained herein;
- iv. assume all liability for any breach of this AGREEMENT by it or its Representatives; and
- v. treat Personal Information as required by Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario) or the General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679 respectively.

13.3. Notwithstanding any other provision of this AGREEMENT, each Party acknowledges that the obligations of ARTICLE 13 (CONFIDENTIAL INFORMATION) herein shall not apply to information that is:

- i. available to the public at the time of disclosure, or subsequent becomes available to the public without fault of Recipient;
- ii. was publicly available at the time it was transmitted to the receiving party; and
- iii. is required to be disclosed by law or by any other governmental agency.

13.4. The PARTIES agree that any violation of this confidentiality will result in irreparable damage to the other.

**ARTICLE 14: INDEMNIFICATION AND LIABILITY**

14.1. FLEMING agrees to indemnify, defend and hold harmless the LIT (including its Representatives) from and against all claims, actions, liabilities, costs, damages, losses and expenses arising from the breach of FLEMING's obligations under this AGREEMENT or as the result of any negligent act or omission or wilful misconduct of FLEMING, or its Representatives, with respect to this AGREEMENT and the subject matter hereof.

14.2. LIT agrees to indemnify, defend, and hold harmless FLEMING (including its Representatives) from and against all claims, actions, liabilities, costs, damages, losses and expenses arising from the breach of LIT's obligations under this AGREEMENT or as the result of any negligent act or omission or wilful misconduct of LIT, or its Representatives, with respect to this AGREEMENT and the subject matter hereof.

14.3. Notwithstanding anything to the contrary in this AGREEMENT, neither party, (including its representatives) will be liable to the other party for any consequential damages, lost profits, lost savings, loss of anticipated revenue or any special, incidental, punitive, exemplary or indirect costs or damages, arising out of or relating in any way to the subject matter of this AGREEMENT, even if advised of the possibility of such damages.

**ARTICLE 15: TERMINATION**

Should a Party wish to terminate this AGREEMENT prior to the expiry date, it shall provide the other an advanced written notice of termination of at least one (1) month. In the event this AGREEMENT is terminated, the HOST INSTITUTION shall allow the current participating EXCHANGE STUDENTS to complete their academic study period.

**ARTICLE 16: FORCE MAJEURE**

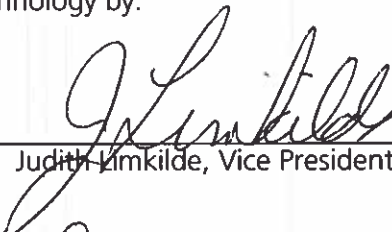
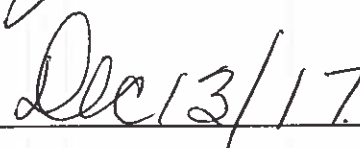
Each party reserves the right to suspend the AGREEMENT either in whole or in part and shall take effect immediately after notification has been given to the other Party for reasons that are unavoidable or beyond the reasonable control of the party including: national security, national interests, public order or public health, strikes, lockouts, or any act of God. No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this AGREEMENT for its delay, failure or inability to meet any of its obligations under this AGREEMENT, other than any obligation to pay monies, caused by reasons previously noted.


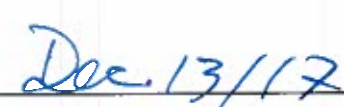
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**SIGNATURES**


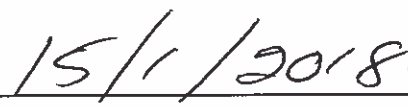
**AUTHORIZED SIGNATORIES.** Each institution represents that the individuals signing this AGREEMENT have the authority to sign in the capacity indicated.


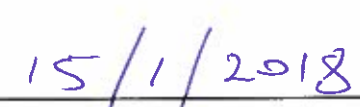
SIGNED for and on behalf of The Sir Sandford Fleming College of Applied Arts and Technology by:



  
\_\_\_\_\_  
Judith Limkilde, Vice President, Academic  
  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maxine Mann, Dean, School of Business and Trades and Technology  
  
  
\_\_\_\_\_  
Date

SIGNED for and on behalf of Limerick Institute of Technology by:

  
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Vincent Cunnane, PhD  
President  
  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Terry Twomey, Vice President  
Academic Affairs & Registrar  
  
  
\_\_\_\_\_  
Date

  
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Donnacha McNamara, Head of Faculty,  
Business & Humanities  
  
  
\_\_\_\_\_  
Date

**SCHEDULE A: ELIGIBLE PROGRAMS AND COURSES**

FLEMING acceptable programs and courses

- BUSINESS ADMINISTRATION – MARKETING, ONTARIO COLLEGE ADVANCED DIPLOMA
- BUSINESS ADMINISTRATION, ONTARIO COLLEGE ADVANCED DIPLOMA

LIT acceptable programs and courses

- BACHELOR OF BUSINESS WITH DIGITAL MARKETING
- BACHELOR OF BUSINESS IN MARKETING & MANAGEMENT
- BACHELOR OF BUSINESS IN ENTERPRISE & INNOVATION
- BUSINESS INFORMATION SYSTEMS

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