



RG/ACC/450/2024



AGREEMENT FOR STUDENT EXCHANGES

BETWEEN

UNIVERSIDAD DE GUADALAJARA
Guadalajara, Jalisco, Mexico

AND

The Board of Governors of
MOUNT ROYAL UNIVERSITY
Calgary, Alberta, Canada

AGREEMENT FOR STUDENT EXCHANGES

This Agreement is effective on the 8 day of July, 2024.

Between:

Universidad de Guadalajara

a public body, decentralized from the Government of the State of Jalisco, with autonomy, legal personality and property ownership rights, in accordance with the provisions of Article 1° of its Organic Law, published by the Local Executive on January 15th, 1994, in execution of the decree number 15,319 of the Honorable Congress of the State of Jalisco; and which legal domicile is the property located at "Juárez" Avenue 976, Colonia Centro, Postal Code 44100, in the City of Guadalajara, in the Province of Jalisco, in the Country of Mexico;

("UDEG")

and

The Board of Governors of Mount Royal University

a university incorporated under the Post-Secondary Learning Act, R.S.A. 2003, c.P-19.5
and having a registered office in the City of Calgary, in the Province of Alberta,
in the country of Canada

("MRU")

(together known as the "Parties")

WHEREAS:

MRU is a publicly funded institution of higher education accredited by the Government of Alberta, Canada and offers education and training at an undergraduate level;

MRU wishes to integrate an international, intercultural or global dimension into the purpose, functions and delivery of post-secondary education and to provide global learning opportunities and perspectives for our students and faculty;

Universidad de Guadalajara "UDEG" is a public higher education institution located in the State of Jalisco, Mexico, attributed to carry out teaching, research and cultural dissemination programs, in accordance with Article 6°, Section III of its Organic Law, pursuant to the principles and guidelines established in Article 3° of the Federal Constitution of the United Mexican States; with the Rector General as the highest executive authority of Universidad de Guadalajara and its legal representative, in accordance with Article 32° of the Organic Law of the university;

MRU and UDEG wish to enhance internationalization of higher education, foster international diversity and to promote international understanding through the exchange of undergraduate students;

And considering that the academic extension programs of Universidad de Guadalajara and those offered by its Productive Entities, such as *Colegio de Español y Cultura Mexicana* and the *Proulex-Comlex Corporate System*, are not included in this student exchange agreement;

NOW THEREFORE the Parties agree as follows:

1. TERM



- 1.1. Subject to termination pursuant to clause 10 of this Agreement, this Agreement is effective on the 8 day of July, 2024 and ends on the 8 day of July, 2029 (the “Term”) and may be modified or revised only by mutual written agreement of the Parties signed by the authorised representatives of each Party.
- 1.2. The university where the student is enrolled in a degree program is referred to as the “home university”. The university that the student will be visiting on exchange is referred to as the “host university”.

2. NUMBERS OF STUDENTS EXCHANGED

- 2.1. The exchange programme is based on the principle of an equal distribution of student exchanges and enrolments among partner institutions, such that the parties will strive for a balance over the term of the agreement.
- 2.2. The period of exchange will be one academic term (semester) or one academic year. In the case of MRU, first term (or semester) is from start of September to middle of December, and second term (semester) is from start of January to end of April. In the case of UDEG, first semester or “scholar calendar A” is from January to middle July and second semester or “scholar calendar B” is from August to middle December.
- 2.3. The Parties agree that for the purposes of determining the balance of students exchanged, 2 (two) exchange students participating for 1 (one) semester-long academic term. If an exchange student is sent for 1 (one) academic year (two consecutive semester-long academic terms), this will be counted as 2 semester-long academic terms.
- 2.4. Exchange students will continue as candidates for degrees of their home university and will not be candidates for degrees of the host university, but will be enrolled at the host university for the duration of their exchange. It is understood that students enrolling at the host universities as candidates for degrees will not be considered as part of this exchange program and will be responsible for tuition and fees of the host university.
- 2.5. If a Party is unable to send 2 (two) full-time equivalent exchange students per year during any year of the Agreement, then that Party will be eligible to send additional students in the following year to make up for the imbalance in the previous year. However, once a student from a Party has registered in the host university for one academic term (semester)/year of study, the exchange slot is considered to be filled, even if the student fails to complete the term (semester)/year of study for any reason.
- 2.6. The total number of student exchanges will be reviewed at the end of year three (3) of the Term. Any imbalances in the number of student exchanges will be redressed by the Parties in years four (4) and five (5) of the Term.

3. SELECTION, COURSE AND ENROLMENT

- 3.1. Exchange students will be selected by their home university on the basis of the criteria outlined in this section.
- 3.2. The Parties agree to adhere to principles of fairness and equity in the administration of this Agreement and neither Party shall impose criteria for the exchange of students that would violate principles of non-discrimination or human rights legislation. Exchange students will be recommended to the host university which will have the final say on whether to accept and enrol the student based on its statutes, rules and orders, general principles of selection, policies, procedures and calendar requirements and any special requirements applying to the particular course of study:
 - (a) In the case of MRU’s students, they will have completed two semesters of full – time university study prior to participation in the exchange. In the case of UDEG’s students, they will have completed at least 40% of the total credits of their study program at UDEG;
 - (b) have good academic standing (generally a “C” average or equivalent, or better, in previous university academic work). Each host university will determine the minimum academic requirements for incoming students to its university;
 - (c) must be enrolled in an undergraduate degree program, and
 - (d) must meet the minimum admissions requirements and language proficiency requirements of the host university. English Language Proficiency Requirements for MRU are attached to this Agreement as



Schedule "A". For UDEG, proficiency in Spanish language is required in a level of B1 (according to the Common European Framework of Reference for Languages - CEFR) or equivalent.

- 3.3. Exchange students will pursue an academic program developed in consultation with the student's home university.
- 3.4. Exchange students must have their course selections and course load requirements approved, in writing, in advance by their department in their home university as well as by the appropriate academic authority in order to obtain transfer of credit towards their programs of study.
- 3.5. The host university will permit the exchange students to enrol in a normal course load and in all available courses where they meet the host university's prerequisites and language proficiency. It is understood that quota limitation, normal timetabling and scheduling constraints apply to all students. The host university reserves the right to exclude exchange students from oversubscribed programs.
- 3.6. It will be the home university's responsibility to advise students honestly if they do not meet the entry requirements of the host university.
- 3.7. Neither Party has the right to commit the other Party to accepting any student who does not meet the other Party's admission requirements.
- 3.8. MRU acknowledges that due to visa restrictions in Mexico, all study to be undertaken in Mexico must comprise a full-time load.
- 3.9. Any academic credit received during the course of the exchange program may be transferred to the home university in accordance with the appropriate regulations of the home university. The conversion of academic records will be subject to the regulations of each of the universities signatory to this Agreement. As soon as possible after the completion of the student's exchange, the host university will provide the home university with an adequate record of each student's academic performance (a transcript). Courses completed by students at either university will be treated as equivalent by the home university according to each university policies. The grading systems to be used by each university are as follows:

Universidad de Guadalajara

| | |
|-----------|--------------|
| 6,6 – 7,0 | Excellent |
| 6,0 – 6,5 | Very Good |
| 5,0 – 5,9 | Good |
| 4,0 – 4,9 | Satisfactory |
| 1,0 – 3,9 | Fail |

| Grade in letter | Numerical value | UDEG Grading |
|-----------------|-----------------|--------------|
| A | 4.0 | 90-100 |
| B | 3.0 | 80-89- |
| C | 2.0 | 70-79 |
| D | 1.0 | 60-69 |
| E/F | <0 | <59 |

Mount Royal University

| | | |
|----|-----|--------|
| A+ | 4.0 | 95-100 |
| A | 4.0 | 85-94 |
| A- | 3.7 | 80-84 |
| B+ | 3.3 | 77-79 |
| B | 3.0 | 73-76 |
| B- | 2.7 | 70-72 |
| C+ | 2.3 | 67-69 |
| C | 2.0 | 63-66 |
| C- | 1.7 | 60-62 |
| D+ | 1.3 | 55-59 |
| D | 1.0 | 50-54 |
| F | 0 | 0-49 |

- 3.10. UDEG and MRU each agree to provide instruction, academic evaluation, and supervision for exchange students to the same standard as for resident students. UDEG and MRU each agree to communicate student performance/grades to the home university and to inform the home university immediately of any incidence of prolonged absence, or unsatisfactory student performance.



4. FEES AND COSTS

- 4.1. Exchange students will pay to the home university full tuition and other required fees for the period of the exchange in accordance with the fee payment schedule of the home university as a condition of participating in the exchange. In return, exchange students will have all normal tuition and non-instructional fees at the host university waived which relate to normal registration and instruction at the host university for the period of their exchange. If an application fee is a requirement of the host institution, this fee will not be waived and students will pay this fee to the host institution as part of the application process.
- 4.2. Campus facilities will be available to exchange students on the same conditions and at the same incidental fees as for resident students. Both Parties may levy charges for accommodations, meals, student activities, student associations and related fees. Neither Party will provide financial assistance to students from the other university.
- 4.3. Exchange students will be responsible for personal health and hospitalisation insurance coverage. Each Party will offer basic outpatient health care to all exchange students as can be provided by and at their respective university health service. Any medical expenses that exceed the coverage provided by such insurance will be borne by the exchange student and his/her family.
- 4.4. Exchange students must have personal funds sufficient to cover any and all expenses not covered by the home or host university as part of this Agreement. Exchange students will be responsible for making their own international and domestic travel arrangements and associated costs, as well as for expenses involving accommodation, meals, study materials, local transportation, personal expenses, medical insurance, passport, visa applications and all other general living expenses.

5. PRIVACY

- 5.1. UDEG acknowledges that all records prepared by MRU in the performance of this Agreement are in the custody and control of MRU. MRU is subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIPP Act") which creates a right of access to records under the custody and control of public bodies subject to specific, limited exceptions.
- 5.2. UDEG and MRU agree to:
 - (a) use Personal Information as defined in the FOIPP Act, and also respecting the regulations applicable to Universidad de Guadalajara, in Mexico, in connection with this Agreement, only for the purposes of fulfilling their obligations under this Agreement;
 - (b) take all reasonable measures to ensure that Personal Information in possession or control of both Parties, in connection with this Agreement, is protected against loss and unauthorized access, use, modification or disclosure;
 - (c) comply with any policies and procedures of MRU and UDEG not contrary to their institutional policies or local laws with regard to the collection, use and disclosure of Personal Information; and,
 - (d) cooperate, within the scope of their institutional capacities, with any reasonable demands or inquiries made by UDEG and MRU relating to Personal Information, on the basis of the regulations regarding this subject matter which both Parties are responsible for complying with.
- 5.3. The Parties must ensure that students are informed, prior to commencing a student exchange, that their grades and other information necessary for admittance to the exchange program will be provided by MRU to UDEG and by UDEG to MRU, so that both Parties can monitor a student's performance on exchange. In order to comply with this clause each Party will obtain the student's written consent to allow the transfer of information from one Party to the other Party.

6. LAWS AND STUDENT CONDUCT

- 6.1. Each Party will advise its students and visiting students that all students are subject to the applicable municipal, provincial and federal laws and regulations, as well as rules, policies, procedures and codes of the host university while they are visiting the host university. At any time, if an exchange student is found to have violated



institutional rules, policies, procedures or codes or municipal, provincial or federal regulations or laws while visiting the host university, the host university reserves the right to dismiss or expel that student. Upon expulsion, the student will be responsible for making arrangements to return to the home institution at the student's own expense. Neither Party will assume responsibility for an exchange student's lack of compliance with any of the host institution's rules, policies, procedures or codes and/or all applicable municipal, provincial or federal laws. The dismissal or expulsion of an exchange student shall not abrogate this Agreement or the arrangements regarding other exchange students.

7. USE OF LOGOS AND NAMES

- 7.1. Each Party grants a non-exclusive licence to the other Party to use its official institutional logos and names in authorized promotional materials, including advertisements, brochures, posters, stationery materials and student exchange program website, that are in connection with or relating to the promotion or conduct of the student exchange program that is the subject of this Agreement for the duration of this Agreement. Any intellectual property in the logos or names remains the property of the Party providing the logo or name. Each Party warrants that it will not, by action or omission, jeopardize the rights of the other Party, or the validity or subsistence of such rights, in the name or logo of the other Party, and will promptly notify the other Party of any infringement by any person or entity of the other Party's intellectual property rights in its name or logo which comes to its attention. Each Party retains the right to review any promotional material containing its official institutional logo or name and request changes to any use that may conflict with the Party's policies or procedures. The MRU Style Guide outlining policies and procedures for use of the MRU name and logos is located here: https://www.mtroyal.ca/AboutMountRoyal/MarketingCommunications/_pdf/MRU-Brand-Guideline_2020-07.pdf

8. INDEMNITY

- 8.1. Each Party, in this clause, referred to as the "indemnifying party" will at all times indemnify the other Party (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the indemnifying party, its employees, agents or subcontractors in connection with the performance of its obligations under this Agreement. A Party's liability to indemnify the other Party under this clause 8 will be reduced proportionally to the extent that any act or omission of the other Party or its employees or agents contributed to the loss or liability. The indemnity referred to in this clause 8 will survive the expiration or termination of this Agreement. In no circumstances shall an indemnifying party be obligated to indemnify or hold harmless those indemnified for any consequential or indirect damages or for loss of profit.

9. DISPUTE RESOLUTION

- 9.1. Before resorting to external dispute resolution mechanisms, the Parties will attempt to settle by negotiation any dispute in relation to this Agreement including by referring the matter to personnel who may have authority to intervene and direct some form of resolution. If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

10. AMENDMENT, RENEWAL AND TERMINATION

- 10.1. The Agreement may only be renewed by mutual written agreement signed by the authorised representatives of each Party.



10.2. The Agreement may be terminated by either Party provided that six (6) month's written notice of termination is given to the other Party. In the event of termination of this Agreement, the Parties will provide all normal support services as outlined in this Agreement for the current group of exchange students until the end of their exchange.

10.3. Either Party may terminate this Agreement if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given thirty (30) days' notice of its intention to terminate this Agreement. If the default or breach has not been remedied at the expiry of the specified time, the aggrieved Party may by written notice terminate this Agreement.

11. JURISDICTION

11.1. This Agreement and all matters arising out of or relating to it (including without limitation, its enforceability), are governed by the laws applicable in the country (Mexico or Canada) in which the matters giving rise to dispute took place.

12. REPRESENTATION

12.1. The Parties will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party. A Party will not by virtue of this Agreement be or for any purpose be deemed to be an employee, partner or agent of the other Party, or as having any power or authority to bind or represent the other Party.

13. FORCE MAJEURE

13.1. For the purposes of this clause, 'Unexpected Event' affecting a Party means anything outside that Party's reasonable control, including but not limited to, fire, storm, flood, earthquake, acts of God, pestilence, war (whether declared or undeclared), transportation embargo, acts of terrorism or acts of governments or government agencies. If an Unexpected Event affecting a Party precludes that Party ('the Precluded Party') partially or wholly from complying with its obligations under this Agreement, then:

- (a) as soon as reasonably practicable after that Unexpected Event arises, the Precluded Party must notify the other Party of the Unexpected Event; and
- (b) to the extent and for the period that the Precluded Party is precluded by the Unexpected Event from complying with its obligations under this Agreement, those obligations will be suspended.

13.2. This clause 13 does not apply to any obligation to pay money. However, this Agreement for Student Exchanges does not commit financial resources between the Parties *per se*.

13.3. If an Unexpected Event prevents a Party from complying with its obligations under this Agreement for a period of greater than 30 days, the other Party may terminate this Agreement upon providing seven (7) days written notice.

14. NOTICES

14.1. All notices, requests, directions or other communications required or permitted herein will be in writing and will be delivered to the Parties hereto respectively as follows:

UDEG

López Cotilla N° 1043, Colonia Centro, Postal Code 44100.
Guadalajara, Jalisco, Mexico.
Attention: Coordinator for Internationalization
Phone: +52 (33) 3134 2222 ext. 12934
Email: coordinaciondeinternacionalizacion@udg.mx



MRU

4825 Mount Royal Gate SW

Calgary, Alberta, Canada T3E 6K6

Attention: Dianne MacDonald, Director, International Education

Phone: 403 440 6791

Fax: 403 440 5155

Email: dmacdonald@mtroyal.ca

In order for any notices, requests, directions, or other communications to be effective, the same will either be delivered in person or, sent by registered mail or facsimile addressed to the Party for whom it is intended at the above-mentioned address or fax number and will be deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party and, if sent by facsimile, when transmitted. The address or fax number of either Party may be changed by notice in the manner set out in this clause 14.

15. ASSIGNMENT AND SUBCONTRACTING

15.1. No part of this Agreement may be assigned or subcontracted by either Party without the written consent of the other signed by authorized representatives of each Party.

16. ENTIRE AGREEMENT

16.1. This Agreement sets forth the entire agreement between the Parties and supersedes all previous agreements, written or oral, regarding the subject matter hereof.

17. NO IMPLIED WAIVER

17.1. The failure of either Party at any time to require performance of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision constitute a waiver of any succeeding breach of the same or any other provision.

18. RELATIONSHIP OF PARTIES

18.1. UDEG and MRU are independent contracting Parties and nothing in this Agreement shall make either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

19. SEVERABILITY

19.1. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

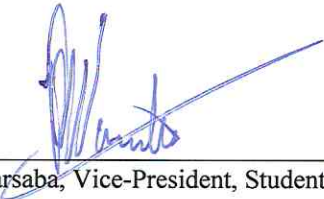
20. COUNTERPART

20.1. This Agreement may be signed in counterpart, in English language. Each counterpart shall constitute an original document and these counterparts taken together, shall constitute one and the same Agreement.

A faint circular stamp is visible in the bottom left corner, partially overlapping a blue ink signature. The stamp appears to be a circular official seal, though the text within it is illegible. The signature is a stylized blue ink mark.

IN WITNESS WHEREOF the duly authorized officers of the Parties have executed this Agreement as of the date first above written.

Signed for and on behalf of
The Board of Governors of Mount Royal University



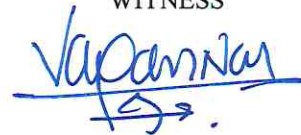
Phil Warsaba, Vice-President, Students

Signed for and on behalf of
Universidad de Guadalajara



Dr. Ricardo Villanueva Lomeli, Rector General

WITNESS



Mtra. Valeria Viridiana Padilla Navarro,
Coordinator for Internationalization

This signature page corresponds to the AGREEMENT FOR STUDENT EXCHANGES between Universidad de Guadalajara, Mexico, and The Board of Governors of Mount Royal University, Calgary, Alberta, Canada, which consists of nine (9) pages, plus the Schedule "A" English Language Proficiency Requirements Mount Royal University, which in total sum ten (10) pages.

SCHEDULE “A”
ENGLISH LANGUAGE PROFICIENCY REQUIREMENTS
MOUNT ROYAL UNIVERSITY

The primary language of instruction and communication at MRU is English and it is essential that all students have an adequate knowledge in the areas of reading, writing, listening, and speaking in the English language in order for them to be successful in their studies. All applicants must demonstrate English Language Proficiency for the purpose of admission in one of the following ways if their primary or first language (meaning the main language learned and used as a child) is not English:

1. Successful completion of the equivalent of two years of full-time study (minimum of three courses per semester excluding English as an additional language course) in an English-language secondary or post-secondary institution* or a combination of the two. Study must have been in an English speaking country** as recognized by the University and include the successful completion of English Language Arts 30-1 (or equivalent). For a full list of English speaking countries for the purposes of this requirement, visit: <https://www.mtroyal.ca/Admission/AdmissionRequirements/english-language-proficiency-requirement-institutional.htm>

| How to meet ELP | Score/Level |
|--|--|
| 1. High School/Secondary and/or Post-secondary (transferable to MRU) courses | 2 years of full-time study in English (see list of English speaking countries below) and English Language Arts 30 – 1 (equivalent) |
| 2. LEAP 4 Advanced taken at Mount Royal | LEAP 4 with B- (80%) |
| 3. TOEFL iBT (Test of English as a Foreign Language), both home or paper version | 86 (min. 20 in each of four sections) |
| 4. IELTS (International English Language Test [Academic, including Academic Online]) | 6.5 (min. 5.5 on each band) |
| 5. Cambridge English B2 First, C1 Advanced, or C2 Proficiency | 176 |
| 6. MET (Michigan English Test) (formerly Michigan English Language Assessment Battery MELAB) | 62 (min. 53 in all four skills) |
| 7. PTE Academic (Pearson Test of English Academic, including Academic Online) | 58 (min. 55 in each area) |
| 8. CAEL (Canadian Academic English Language Assessment) | 70 (min. 60 in each band) |
| 9. CanTEST (Canadian Test of English for Scholars and Trainees) | 4.5 overall minimum |
| 10. Duolingo English Test | 120 overall minimum |
| 11. LanguageCert International ESOL | B2 Communications with a minimum of 38/50 in each skill, or C1 Expert or C2 Mastery tests with a minimum 25/50 in each skill |

2. Presentation of the Test of English for International Communication (TOEIC) with an overall minimum score of 720 (must pass Speaking, Writing and Listening and Reading components). <https://www.ets.org/toEIC> All test results must be “official” meaning that they must be sent directly from the issuing institution to MRU.
3. Presentation of the Common European Framework of Reference for Languages (CEFR) with minimum score of B2. http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp. All test results must be “official” meaning that they must be sent directly from the issuing institution to MRU.