



**AGREEMENT FOR STUDENT EXCHANGES**

**BETWEEN**

**UNIVERSIDAD DE GUADALAJARA**  
Guadalajara, Jalisco, México

**AND**

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

## AGREEMENT FOR STUDENT EXCHANGES

This Agreement is effective on the 21 day of March 2019.

Between:

Universidad de Guadalajara Decentralized Public Organism of the Government of the State of Jalisco with autonomy, legal personality and its own assets, as provided in Article 1 of its Organic Law, promulgated by the Local Executive on January 15, 1994, in the implementation of Decree No. 15319 of the Congress of Jalisco.

("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;

UdeG is it has as purpose form and update technical personnel, graduates, professional, and other human resources required for the socio-economic development of the State; to organize, carry out, promote and disseminate scientific, technological and humanistic research; to rescue, conserve, increase and disseminate culture, and cooperate with the competent educational authorities in the orientation and promotion of secondary and higher education, as well as in the development of science and technology, in accordance with the provisions of Article 5 of its Organic Law.

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

NOW THEREFORE the Parties agree as follows:

### 1. TERM

- 1.1. Subject to termination pursuant to clause 11 of this Agreement, this Agreement is effective on the 21<sup>st</sup> day of March 2019 and ends on the 21<sup>st</sup> day of March 2024 (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, semester A is from (second week of) January- (first week of) June and semester B is from (second week of) August- : (second week of) 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) students will have completed at two semesters of full – time university study prior to participation in the exchange;
  - (b) have good academic standing (generally a “B” or “Credit” average 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 a 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”.
- 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 México, all study to be undertaken in México 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. 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		Mount Royal University	
A+, A, A-	100 – 90	A	4.0
B+, B, B-	89 – 80	A-	3.7
C+, C, C-	79 – 70	B+	3.3
D+, D, D-	69 – 60	B	3.0
F	Fail	B-	2.7
		C+	2.3
		C	2.0
		C-	1.7
		D+	1.3
		D	1.0
		F	0

- 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. The academic extension programs of the UDEG offered by its university enterprises, the Colegio de Español y Cultura Mexicana and the Sistema Corporativo PROULEX - COMLEX are not included in this agreement.
- 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, 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 agrees to:
  - (a) use Personal Information as defined in the FOIPP Act and held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
  - (b) take all reasonable measures to ensure that Personal Information in its possession or control 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 not contrary to its institutional policies or local laws with regard to the collection, use and disclosure of Personal Information; and,
  - (d) cooperate with any reasonable demands or inquiries made by MRU relating to the Personal Information on the basis of the exercise of the functions of the Alberta Privacy Commissioner under the FOIPP Act including, but not limited to, a requests from the parties to this agreement to comply with a guideline concerning the handling of Personal Information.
- 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: [http://www.mtroyal.ca/wcm/groups/public/documents/pdf/mru\\_logo\\_graphic\\_guidelines.pdf](http://www.mtroyal.ca/wcm/groups/public/documents/pdf/mru_logo_graphic_guidelines.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 9 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 9 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 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.

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**

Lopez Cotilla 1043 Centro 44100 Guadalajara, Jalisco MEXICO  
Attention: Mtro. Miguel Ángel Sigala Gómez, General Coordinator, Office of International Affairs  
Phone Number: +52 33 31342222 Ext. 12938  
Email address: montserratm@cgci.udg.mx; erikag@cgci.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

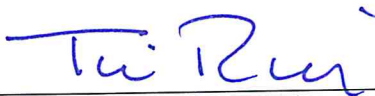
19.1. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining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

## 20. COUNTERPART

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

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**

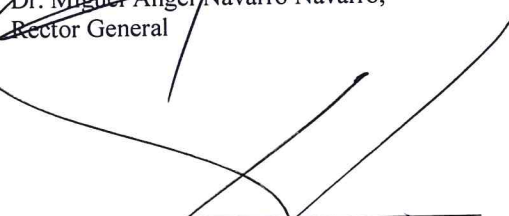


**Dr. Timothy Rahilly**  
President and Vice-Chancellor



**Dr. Lesley A. Brown, Provost and Vice-President,**  
Academic

Signed for and on behalf of  
**Universidad de Guadalajara**

  
\_\_\_\_\_  
**Dr. Miguel Angel Navarro Navarro,**  
Rector General  
\_\_\_\_\_  
**Mtro. José Alfredo Peña Ramos**  
Secretary General



**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 a Second Language courses) 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 Mount Royal and include the successful completion of English Language Arts 30-1 or 30-2 (or equivalent). For a full list of English speaking countries for the purposes of this requirement, visit [mtroyal.ca/admission](http://mtroyal.ca/admission).
2. Successful completion (with a grade of B- or better) of the highest level of the English for Academic Purposes program at [Mount Royal’s Languages Institute](#).
3. Presentation of the Test of English as a Foreign Language (TOEFL) with an overall minimum score of 83 on the internet-based test (iBT) and a minimum score of 20 in each of the four testing sections. 1.800.468.6335 or [ets.org/toefl](http://ets.org/toefl). All test results must be “official” meaning that they must be sent directly from the issuing institution to MRU.
4. Presentation of the International English Language Test (Academic IELTS) with an overall minimum score of 6.5 (with a minimum score of 5.0 in each band). [ielts.ca](http://ielts.ca). All test results must be “official” meaning that they must be sent directly from the issuing institution to MRU.
5. Presentation of the Canadian Academic Language Assessment (CAEL) with an overall minimum score of 70 (with a minimum score of 50 in each band). [cael.ca](http://cael.ca). All test results must be “official” meaning that they must be sent directly from the issuing institution to MRU.
6. Presentation of the Michigan English Language Assessment Battery (MELAB) with an overall minimum score of 85 (must include the oral component with a minimum score of 3). [lsa.umich.edu/eli/testing/melab](http://lsa.umich.edu/eli/testing/melab). All test results must be “official” meaning that they must be sent directly from the issuing institution to MRU.
7. Presentation of the Test of English for International Communication (TOEIC) with an overall minimum score of 720 (must pass Speaking and 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.
8. 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](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.