



STUDENT EXCHANGE AGREEMENT

2024-2025 Academic Year

Between:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY, a corporation continued under the *Post-Secondary Learning Act* (Alberta), SA 2003, c P-19.5 ("**University**")

and

KARABÜK UNIVERSITY, a public institution in Karabük, Türkiye ("**University**")

(individually, each a "**Party**", and collectively the "**Parties**")

WHEREAS the Parties wish to create an exchange program for their respective students;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- 1.1.1 "**day**" means a calendar day, unless a contrary intention is indicated;
- 1.1.2 "**Exchange**" means the exchange of students between the Parties pursuant to this Agreement;
- 1.1.3 "**Home University**" means, in respect of an individual Exchange student, the Party providing the Exchange student; and
- 1.1.4 "**Host University**" means, in respect of an individual Exchange student, the Party accepting the Exchange student.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule "A" – Term and Students

Schedule "B" – Addresses for Notice and Coordination

Schedule "C" – Privacy and Confidentiality

2. STUDENT EXCHANGE

- 2.1 Subject to this Agreement and to applicable laws, the Parties agree to permit their respective students to participate in the Exchange. Particulars of the Exchange are set forth in Schedule "A" attached hereto.
- 2.2 Each Party shall appoint a designated coordinator who shall be responsible for the development and conduct of the Exchange. The address and contact for each Party's coordinator is set forth in Schedule "B" attached hereto.
- 2.3 Each Exchange candidate will be nominated by their Home University and accepted by the Host University, subject to the normal procedures of each Party. In addition, the following procedures shall apply:
 - 2.3.1 Students will remain registered at their Home University throughout their participation in the Exchange;
 - 2.3.2 Students will be required to meet the language proficiency requirements of the Host University;
 - 2.3.3 The Home University must approve the program of studies of any Exchange student at the Host University;
 - 2.3.4 Admitted Exchange students must meet the individual course prerequisites of the Host University and admission to any course is subject to space restrictions; and
 - 2.3.5 Participation in the Exchange does not give students any preference or special status to register for a degree program at the Host University.
- 2.4 Notwithstanding anything else contained herein, the Host University may decline any proposed Exchange student upon reasonable grounds, subject to consultation and agreement with the Home University.
- 2.5 Students shall register for full-time studies at their Host University for one academic semester or for a maximum of one academic year. Each Party's academic year is described in Schedule "A" attached hereto.
- 2.6 The annual number of students exchanged will be established by mutual agreement of the Parties.
- 2.7 The Parties will make reasonable efforts to balance the exchange of students hosted by each Party throughout the term of this Agreement. In assessing balance, two students each participating in the Exchange for one academic semester shall be regarded as equivalent to one student participating in the Exchange for two academic semesters.
- 2.8 Students shall be assessed fees as follows:
 - 2.8.1 Students shall not pay tuition fees at their Host University. Students shall pay tuition fees at their Home University;

- 2.8.2 The Host University shall waive application and enrolment fees for incoming Exchange students;
 - 2.8.3 Students shall pay normal compulsory fees for their respective programmes at their Home University; and
 - 2.8.4 Although the Host University is required to waive application and enrolment fees for incoming Exchange students, the Host University may require incoming Exchange students to pay other mandatory fees. However, students shall be advised of any mandatory fees assessed by their Host University as a condition of enrolment in their offer of admission from their Host University.
- 2.9 Financial responsibility for Exchange students shall be as follows:
- 2.9.1 Students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, entry and/or study visas, health insurance and entertainment; and
 - 2.9.2 Students shall be responsible for maintaining adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), life insurance, and accidental death and dismemberment insurance to the satisfaction of the Host University. Upon request, students will be required to provide proof of such insurance to their Host University.
- 2.10 The Host University will provide a transcript to any student upon his or her request in compliance with and subject to the Host University's policies and procedures.
- 2.11 The Parties shall abide by the privacy and confidentiality provisions contained in Schedule "C" attached hereto.
- 2.12 Exchange students shall be bound by the policies, procedures, rules and regulations of the Host University and the laws of the host country during the Exchange.
- 2.13 The Host University shall provide Exchange students with assistance in locating suitable accommodation, campus orientation, and advice regarding matters which may enhance the Exchange experience.
- 2.14 Where the Host University becomes aware, (a) of a serious risk to an Exchange student's physical or psychological well-being, or (b) that the Exchange student has suffered serious physical or psychological harm; then the Host University shall, subject to applicable laws, including privacy laws, (i) immediately notify the Home University of such, and (ii) provide reasonable assistance to both the Exchange student and to the Home University as appropriate in the circumstances. The following is a non-exhaustive list of examples of serious (or potentially serious) risks to an Exchange student: accident or injury, hospitalization, mental illness, assault (either as victim or perpetrator), suicide or attempted suicide, arrest, geopolitical instability and pandemic or serious local health outbreak.

3. TERM AND TERMINATION

- 3.1 The term of this Agreement, including, if applicable, any renewals thereof, is set forth in Schedule "A" attached hereto.
- 3.2 Either Party may terminate this Agreement for convenience by giving sixty (60) days' prior written notice to the other Party, provided that the Agreement shall continue until all Exchange students then enrolled at the Host University at the time of such notice of termination, have completed the courses in which they are then enrolled.
- 3.3 In the event that a Party materially breaches its respective obligations under this Agreement, and such breach continues for a period of ten (10) days after receipt of notice from the non-breaching Party of such, then the non-breaching Party may terminate this Agreement immediately upon giving notice. Any such termination is without prejudice to or limitation of any other right or remedies of the non-breaching Party.

4. INDEPENDENT PARTIES

- 4.1 This Agreement does not provide for a partnership, joint venture, employee/employer or any other relationship other than independent contractors, and neither Party shall represent otherwise. The acts of one Party shall not bind the other Party, and the Parties share no expectation of profit. For greater certainty, neither Party shall be liable for any contractual commitments entered into by the other Party with any third party in connection with this Agreement.

5. INSURANCE

- 5.1 Each Party shall, at its own cost, purchase and maintain a minimum of an equivalent of Canadian \$2 million general liability insurance throughout the term of the Agreement to cover its obligations under the Agreement. Such insurance shall be placed with reputable insurers and each Party shall provide to the other, upon request, a certificate of insurance evidencing such coverage.

6. DISPUTE RESOLUTION AND GOVERNING LAW

- 6.1 The Parties shall resolve any dispute, controversy, disagreement or claim arising out of, relating to or in connection with this Agreement, or the breach, termination, existence or validity hereof (each, a "Dispute"), through good faith negotiation and consultation between themselves within thirty (30) days of written notice of any Dispute from one Party to the other.
- 6.2 In the event that a Dispute is not resolved in accordance with Section 6.1 above, the Dispute shall be resolved by a court of competent jurisdiction and shall be governed by and construed in accordance with the law of the jurisdiction in which the defending Party is located. Each Party shall submit to the jurisdiction of the defending Party.

7. FORCE MAJEURE

- 7.1 Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of

money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, pandemics or serious local health outbreaks and any related disruptions in university operations or third party services, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labour problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

8. GENERAL

- 8.1 This Agreement, including the Schedules attached hereto, (a) constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, and (b) are not intended to confer upon any other person any rights or remedies hereunder.
- 8.2 This Agreement may not be amended except in writing duly executed by each of the Parties hereto.
- 8.3 No action or failure to act by a Party shall constitute a waiver of any right or duty afforded either Party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing between the Parties.
- 8.4 Any notices or other communications required under this Agreement to be made between the Parties (a "Notice") shall be in writing and shall be delivered by email, by facsimile, by courier delivery or by registered mail, addressed to the addresses set forth in Schedule "B" attached hereto. If the Notice is delivered by email or facsimile, it will be deemed received on the date of transmission in the receiving Party's jurisdiction or, where such is not a business day in the receiving Party's jurisdiction, then on the next business day therein. If the Notice is delivered by courier delivery or registered mail, it shall be deemed to have been received by the addressee on the date of delivery thereof. Either party hereto may change its address by notice in writing sent to the other party pursuant to this Section 8.4.


9. COUNTERPARTS

- 9.1 This Agreement may be executed in counterparts and each counterpart is to be read as an original document and all such counterparts are to be deemed as representing the same document. Signatures delivered by facsimile or other electronic means shall be deemed for all purposes to be original counterparts of this Agreement. If this Agreement is also being executed in one or more additional translations, the English version shall govern to the extent of any inconsistency among the translations.

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IN WITNESS WHEREOF the authorized representatives of the Parties have executed the Agreement on the dates indicated below.

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

Per: 

Name: Penny Werthner, PhD
Title: Interim Provost and Vice-President
(Academic)

Date: Feb 26, 2024

KARABÜK UNIVERSITY

Per: 

Name: Prof. Dr. İsmail Rakıp KARAŞ
Title: Vice-President

Date: 05th Feb 2024