



THE UNIVERSITY
OF BRITISH COLUMBIA



HOKKAIDO
UNIVERSITY

STATEMENT OF COOPERATION

BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA

AND

HOKKAIDO UNIVERSITY

Each Party an "Institution" and both Parties "the Institutions"

ACKNOWLEDGING the "Statement of Cooperation between The University of British Columbia and Hokkaido University", signed on June 29, 2013 and is renewed effective from June 29, 2018;

and

IN ORDER to strengthen the relationship between Institutions and in order to encourage and develop further cooperation between the Institutions in the areas of education and research, the Institutions desire to collaborate as follows:

1) INTENDED AREAS OF COOPERATION

The Institutions will explore or further develop areas of potential collaboration with respect to the following activities:

- a) The exchange of visiting students, scholars, faculty and post-doctoral fellows;
- b) The exchange of scholarly information including research papers, indices to theses, and books on relevant subjects;
- c) The exchange of invitations to attend scholarly and technical meetings, forums and conferences;
- d) Joint conferences, seminars, workshops and exhibitions; and

- e) Review of other possible areas of cooperation in a variety of research and academic projects.

While the Institutions intend to cooperate with respect to foregoing activities, neither Institution will be obligated to commit funds or resources, nor will either Institution grant any rights with respect to intellectual property, unless a legally binding agreement has been entered into. This Statement of Cooperation does not itself establish any legally binding obligations, financial or otherwise, on the part of either Institution.

2) DURATION AND NOTICE

- a) The Institutions intend to explore these areas of potential collaboration during the five year period commencing on June 29, 2018. Unless renewed by the Institutions, this Statement of Cooperation will expire at the end of this period.
- b) Either Institution may terminate this Statement of Cooperation by providing at least 60 days notice to the other Institution.

3) USE OF TRADENAMES

The name, crests and logos of each Institution are the intellectual property of that Institution, and may not be used without that Institution's express written permission for each specific usage.

Dated this 25th day of November, 2019

Dated this 23rd day of October, 2019

For The University of British Columbia

For Hokkaido University



Dr. Murali Chandrashekar

Dr. Masanori Kasahara

Vice-Provost, International

Acting President

a place of mind



HOKKAIDO
UNIVERSITY

STUDENT MOBILITY AGREEMENT

BETWEEN:

**THE UNIVERSITY OF BRITISH COLUMBIA, through its Go Global office,
Go Global: International Learning Programs**

Office of the Vice-Provost, International

1100-6138 Student Union Boulevard, Vancouver, BC, CANADA V6T 1Z1

Tel: 604-822-0942 | Fax: 604-822-9885

("UB

AND:

HOKKAIDO UNIVERSITY,

Kita 8, Nishi 5, Kita-ku, Sapporo 060-0808, Japan

Tel: 81-(0)11-706-4409 | Fax: 81-(0)11-706-4414

("HU")

(UBC and HU will be collectively referred to in this Agreement as the "Institutions")

THE INSTITUTIONS AGREE AS FOLLOWS:

1. SCOPE OF PROGRAM

1.1 This Agreement will apply to students from the following faculties and campuses of each party as follows:

1.2

UBC

Campus(es): Vancouver & Okanagan

Faculties: University wide

HU

Campus(es): Sapporo & Hakodate

Faculties: University wide

1.3 Students will be able to participate in the following mobility opportunities under this Agreement:

- a) **Academic Exchange Student:** Undergraduate students enrolling in undergraduate classes for academic credit or graduate students enrolling in graduate level courses for academic credit ("**Academic Exchange Student**");
- b) **Research Exchange Student:** An undergraduate or graduate student conducting research that is academically relevant to their academic program at their Home Institution full-time at the Host Institution under the supervision of a Host Institution faculty member ("**Research Exchange Student**").

2. DEFINITIONS

2.1 The following definitions are used in this Agreement:

- a) "**Academic Year**" means: (a) at UBC, a period beginning in September and ending in April; and (b) at HU, a period beginning in April and ending in March. The exact dates for an Academic Year will vary each year.
- b) "**Exchange Student**" means an undergraduate or graduate student from a Home Institution who attends a Host Institution pursuant to this Agreement.
- c) "**Home Institution**" means the university where the Exchange Student is enrolled as a degree candidate.
- d) "**Host Institution**" means the university where the Exchange Student is temporarily enrolled pursuant to this Agreement.
- e) "**Program**" means the exchange program described in this Agreement.
- f) "**Semester**" means: (a) at UBC, one of the following: September to December (Winter Session Term 1); and January to April (Winter Session Term 2); and (b) at HU, the following: April to September (First Term) and October to March (Second Term). The exact dates for Semesters will vary each Academic Year.

3. NUMBER OF STUDENTS

- 3.1 Each year during the term of this Agreement, each of the Institutions may send selected students to be enrolled at the other Institution as Exchange Students.
- 3.2 Each institution may send up to 5 full year students to the other each year, with the understanding that two Exchange Students enrolling for one Semester each will be equivalent to one Exchange Student for one year. Reciprocity ratios for shorter programs will be determined by mutual agreement as needed.
- 3.3 It is understood that a balance in numbers of Exchange Students exchanged will be sought over the term of this Agreement. Both Institutions will review the Program annually for any imbalances in Exchange Student numbers. By mutual consent of the two Institutions, imbalances can be carried forward from one year to the next as long as the balance can be restored by adjusting the numbers of Exchange Students exchanged in subsequent years. If an Exchange Student withdraws or is withdrawn before the end of their exchange, the incomplete exchange shall still count as

completed for the purposes of achieving a balanced exchange. In the case of extreme imbalance of Exchange Students, the Institutions may discuss alternative ways to satisfy the issue of mutual exchange balance. The Institutions may through mutual written agreement count other classes of students that do not fall under this Agreement for the purposes of achieving a balanced exchange, such as for example internship students.

4. SELECTION OF STUDENTS

4.1 The following provisions apply to all Exchange Students:

- a) Exchange Students will be selected by their Home Institution for participation in the Program. The Institutions will comply with any applicable anti-discrimination, equal opportunity laws and regulations when determining whether a student may participate in the Program.
- b) Exchange Students must meet the academic and/or professional qualifications and standards of the Host Institution. The Host Institution will make the final admission decision regarding all incoming Exchange Students.
- c) Exchange Students will not be candidates for degrees of the Host Institution.
- d) Exchange Students must have the approval in advance of their Home Institution prior to undertaking an exchange.
- e) Applicants who cannot be suitably placed at a Host Institution may be refused participation in the Program.
- f) At UBC, transcripts of results from the Host Institution, where applicable, will be provided to the Home Institution as soon as possible after the completion of an exchange.

At HU, transcripts of results from the Host Institution will be provided if Exchange Students notify the Host Institution and request issuance.

- g) Upon completion of an exchange under the terms of this Agreement at the Host Institution, Exchange Students must return to the Home Institution unless an extension of their period of exchange has been approved by both Institutions.

4.2 The following additional provisions apply to Academic Exchange Students as outlined below:

- a) Academic Exchange Students selected by the Home Institution for an exchange must apply to attend the Host Institution using the application materials and procedures established by the Host Institution. Admission to the Host Institution as an Academic Exchange Student is subject to the Host Institution's acceptance of the selected students.
- b) Academic Exchange Students must have completed at least one year of study at their Home Institution prior to commencing their exchange.
- c) Academic Exchange Students must be in good academic standing, as reflected by a minimum 70% average or equivalent ranking of the student's class in previous academic work at the Home Institution.
- d) Academic Exchange Students must satisfy the language proficiency requirements

established by the Host Institution.

- e) Any academic credit earned by Academic Exchange Students at the Host Institution will be transferred back to the Home Institution in accordance with procedures determined by the Home Institution.
- f) Academic Exchange Students will be enrolled as full time, non-degree students at the Host Institution, for a period not exceeding twelve months.
- g) Academic Exchange Students are not entitled to access all courses at the Host Institution. The Host Institution reserves the right to exclude Academic Exchange Students from restricted enrolment programs or courses. The Host Institution will enroll Academic Exchange Students only in programs or courses where they meet the prerequisites and language proficiency requirements for the course or program and that are not restricted enrolment programs or courses where applicable.

4.3 The following additional provisions apply to Research Exchange Students:

- a) Research Exchange Students selected by the Home Institution for an exchange must apply to attend the Host Institution using the application materials and procedures established by the Host Institution.
- b) Admission to the Host Institution as a Research Exchange Student is subject to the Host Institution's acceptance of the selected students. The acceptance of a Research Exchange Student is subject to the availability of suitable Host Institution resources and supervision. For such exchanges the Research Exchange Student is responsible to:
 - i. Demonstrate that they have made arrangements with a suitable academic supervisor at the Host Institution who has agreed to host and supervise their research program;
 - ii. Where required by the Host Institution, submit a proposal, signed by their academic supervisors at both their Home Institution and Host Institution, outlining how the research undertaken at the Host Institution will contribute towards the student's degree at their Home Institution;
 - iii. Ensure that their exchange at the Host Institution will not be more than 12 months duration; and
 - iv. Comply with any additional eligibility requirements established by the Host Institution.

5. RESPONSIBILITIES OF HOST INSTITUTION

5.1 The Host Institution will:

- a) accept the mutually agreed upon number of Exchange Students;
- b) provide Exchange Students the rights, responsibilities and privileges enjoyed by such class of student at the Host Institution;
- c) provide introductory or orientation courses or programs;
- d) enroll eligible Exchange Students in its programs for the agreed upon period of exchange;

- e) provide advisory and other academic services to Exchange Students participating in an exchange under the terms of this Agreement;
- f) provide advice and assistance about obtaining health insurance;
- g) provide advice on how to locate suitable accommodation;
- h) provide access to its services for students; and
- i) provide orientation services and advice on local customs.

6. RESPONSIBILITIES OF EXCHANGE STUDENTS

- 6.1 The Home Institution shall inform Exchange Students that he or she is solely responsible for:
- a) applying for and obtaining the appropriate visa, if any, to enter the Host Institution's country. For this purpose and if required, the Host Institution will provide the Exchange Student with a document evidencing the Exchange Student's admission to the Host Institution;
 - b) ensuring they have appropriate medical health insurance;
 - c) arranging accommodations while attending the Host Institution. The Host Institution is not responsible for arranging the Exchange Student's accommodation and does not guarantee the availability of campus housing;
 - d) complying with all of the policies, procedures and academic regulations of the Host Institution; and
 - e) adhering to the Home Institution's Student Code of Conduct.

7. FEES AND COSTS

- 7.1 Each Institution is responsible for its own revenues and costs arising from this Agreement and there will be no exchange of money between the Institutions.
- 7.2 Exchange Students participating in the Program will not be required to pay tuition and academic fees to the Host Institution provided they are registered at their Home Institution and have paid the fees required of them by their Home Institution in order to participate in the Program.
- 7.3 Exchange Students are required to pay any mandatory fees payable by students of the Host Institution to a student society or similar student organization.
- 7.4 The Host University may assess Exchange Students any fees assessed to its degree students that are not covered by tuition. At both Institutions, this may include course fees for laboratory work, field study and studio classes and mandatory local transit passes.
- 7.5 Unless otherwise stated in this Agreement, Exchange Students are personally responsible for all other costs of daily living and participating in the Program, including without limiting the foregoing the costs of:
- a) international travel and travel within the host country;

- b) accommodation and meal expenses;
- c) medical insurance and medical expenses;
- d) textbooks, laboratory equipment and laboratory fees;
- e) non-compulsory incidental fees charged by the Host Institution; and
- f) passport and visa costs.

8. CONFLICT & DISPUTE RESOLUTION

- 8.1 In the event of any dispute between the Institutions, both Institutions shall act in good faith to resolve the dispute.
- 8.2 In the event the Institutions are unable to resolve the dispute within 30 days, either Institution may refer the matter to the Provost and Vice-President Academic, UBC and the President, HU for resolution.
- 8.3 Each Institution shall have the right to terminate a particular Exchange Student's enrollment at the Host Institution in accordance with its policies and procedures.

9. TERM AND TERMINATION

- 9.1 Notwithstanding its date of execution, this Agreement will be in effect from June 29, 2018 (the "**Effective Date**") and will remain in force for a period of five years and may be renewed if by written agreement signed by the authorized signatories of the Institutions.
- 9.2 The Agreement may be terminated by either party at 6 months' written notice upon the understanding that the students already nominated by their Home Institution at the date of notice shall be permitted to complete the Program, and all terms and conditions of this Agreement shall apply to such students until they have completed their exchange.

10. PROTECTION OF PERSONAL INFORMATION AND INTELLECTUAL PROPERTY

- 10.1 UBC and HU agree to not divulge or expose an Exchange Student's personal information obtained through the performance of the Agreement to any third-party except where (i) the prior written consent of the Exchange Student is obtained, (ii) applicable laws allow or compel disclosure of the relevant information, or (iii) it is necessary for the protection of the wellbeing, safety, or property of any person. This provision shall survive after the termination of this Agreement.
- 10.2 For the purposes of this Agreement, UBC and HU, agree to share information with each other with respect to an Exchange Student's participation in the Program and:
 - a) in any situation where the disclosing Institution believes the sharing of such information would be helpful for the efficient management of the Program; or
 - b) for the health, including mental health, and wellbeing of the Exchange Student;
 - c) or to address any concerns regarding the behaviour of an Exchange student.

- 10.3 Each Institution is responsible for obtaining the Exchange Student consents necessary to be able to meet the requirements of this Agreement.
- 10.4 Where a Host Institution or its faculty may claim ownership over any intellectual property created by an Exchange Student it is the responsibility of that Institution to inform such students in writing of the specific policies which govern intellectual property at the Host Institution and to secure written confirmation that the Exchange Student has understood such policies prior to engaging in research activity at the Host Institution.

11. CONTACT INFORMATION

- 11.1 At UBC, the Director, Go Global: International Learning Programs will have overall responsibility for this Agreement.
- 11.2 At HU, the Director, the Division of International Relations will have overall responsibility for this Agreement.
- 11.3 The day to day implementation of the Program will be carried out through each Institutions' Program Coordinators. Contact information for each Institutions' Coordinators is listed in Appendix "1".

12. GENERAL

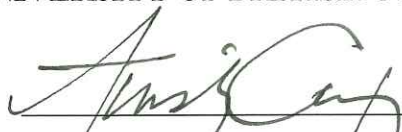
- 12.1 Neither Institution shall use the other Institution's name, logos or other trademarks without first obtaining the prior written approval of that Institution for each specific usage. Each Institution has the right to specify the form and manner in which its name, logos or trademarks are used by the other Institution to this Agreement. Should an Institution request in writing that the other Institution cease using its name, logos or trademarks in a particular manner, then the Institution so using such name, logos or trademarks shall cease such use immediately.
- 12.2 The Institutions, in performance of their obligations herein, are acting as independent contractors and no agency, joint venture, or partnership is created between them.
- 12.3 No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by the authorized signatories of the Institutions.
- 12.4 The headings of the paragraphs of this Agreement are for convenience of reference only and do not form part of it and in no manner modify, interpret, or construe the Agreement between the Institutions to it.
- 12.5 This Agreement is binding on and ensures to the benefit of the Institutions hereto and to their respective successors and permitted assigns.
- 12.6 Any notice required or permitted under this Agreement must be in writing and may be given by personal delivery, overnight courier, mail or facsimile transmission to the Institutions' addresses listed on the first page of this Agreement. Notices given by personal delivery will be deemed to have been received on the date of the delivery. Notices given by overnight courier or facsimile transmission will be deemed to have been received on the day following the date of delivery. Notices delivered by mail will be deemed to have been received on the seventh day following the date of mailing.

- 12.7 This Agreement contains the entire understanding of the Institutions regarding the subject matter of the Agreement. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth in it.
- 12.8 This Agreement may not be assigned by either Institution without the prior written consent of the other Institution.
- 12.9 The failure of either Institution to insist upon strict performance of any of the terms and conditions of this Agreement will not be deemed a waiver of any rights or remedies that either Institution has and will not be deemed a waiver of any subsequent default of the terms and conditions of this Agreement.
- 12.10 Each Schedule to this Agreement shall be governed by the terms and conditions of this Agreement. In the event of any conflict or inconsistency between this Agreement and a Schedule to this Agreement, the provisions of this Agreement shall prevail.
- 12.11 This Agreement may be executed in counterparts and each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. A counterpart signed by a party hereto and transmitted by facsimile or scanned into Portable Document Format (PDF) and transmitted by e-mail shall have the same effect as a counterpart originally signed by such party.

IN WITNESS WHEREOF the Institutions have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

THE UNIVERSITY OF BRITISH COLUMBIA

Per:



Date:

November 13, 2019

Dr. Ainsley Carry
Vice-President, Students
The University of British Columbia

Per:



Date:

11/18/19

Andrew Szeri
Provost and Vice President, Academic
The University of British Columbia

Hokkaido University

Per:



Authorized Signatory

Date:

October 23, 2019

Masanori Kasahara
Acting President
Hokkaido University

APPENDIX 1 - PROGRAM COORDINATORS

Each Institution agrees to appoint an overall Coordinator for the administration of the Program. The Coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and the general welfare of the Exchange Students.

The Coordinators of the Program are:

at **UBC**:

Name: Mr. Mathew Lyle
Title: Advisor, Partnerships
Go Global: International Learning Programs
Address: Office of the Vice-Provost, International
The University of British Columbia
1100-6138 Student Union Boulevard
Vancouver, BC V6T 1Z1
Canada
Telephone: 604.822.5890
Fax: 604.822.9885
Email: mathew.lyle@ubc.ca

at **HU**:

Name: Student Exchange Division, Academic Affairs
Department
Address: Hokkaido University
Kita 15 Nishi 8 Kita-ku
Sapporo 060-0815
Japan
Telephone: 81.11.706.8062 (Inbound)
81.11.706.8054 (Outbound)
Fax: 81.11.706.8067
Email: exchange-programs@oia.hokudai.ac.jp (Inbound)
skikaku@oia.hokudai.ac.jp (Outbound)