



STUDENT EXCHANGE AGREEMENT

between

DALHOUSIE UNIVERSITY
Halifax, Nova Scotia, Canada
on behalf of the
School of Architecture

and

UNIVERSITY OF STRATHCLYDE
Glasgow, UK
on behalf of the
Department of Architecture

A. Background

Dalhousie University (“Dalhousie”) and University of Strathclyde (“Strathclyde”) acknowledge the value of international cooperation and wish to enrich the educational experience of their Students.

In order to facilitate student exchanges at the graduate level, Dalhousie and Strathclyde agree to establish a Student Exchange Program under the following conditions.

1. Number of Exchange Students and Period of Exchange

- 1.1 The academic year at Dalhousie has three terms: Fall Term, from early September until early December; Winter Term, from early January until early April; and Summer Term, with variable class periods ranging from early May to late July. These dates do not include examination periods.
- 1.2 The academic year at Strathclyde has two terms (semesters): Semester 1 (Fall) from October to January, Semester 2 (Spring) from February to June. These dates include examination periods.
- 1.3 The Parties will consult annually to decide the number of Students who will participate in the Student Exchange Program. The number of Students from each university participating in the exchange will not necessarily be equal in any given year, but it is expected that the number will be approximately equal over the term of this agreement.
- 1.4 The period of exchange at Dalhousie shall be during the Fall Term (early September to early December). The period of exchange at Strathclyde shall be during Semester 1 (Fall: October to January).

2. Scope of the Program, Admission, and Course of Study

- 2.1 The Parties acknowledge that the Agreement is limited to:
- Students enrolled in full time studies at the School of Architecture at Dalhousie (first year of the Master of Architecture program);
 - Students enrolled in full time studies at the Department of Architecture at Strathclyde (students in p/g level 5 (final) year of the professional program).
- 2.2 The program of each Exchange Student will be determined by the Exchange Student in consultation with the course advisor at the Home University and depends on approval from the Host University. The Host University reserves the right to restrict access to limited enrolment courses and programs.
- 2.3 The Parties agree that Students selected by the Home University to participate in the Student Exchange Program must:
- (a) Satisfy all language and admission requirements at the Host University;
 - (b) Fulfill other conditions or prerequisites as required; and
 - (c) Enroll as full-time, non-degree status Students at a level determined by the Host University.
- 2.4 The Home University will be responsible for selecting Students for a period of exchange. In all cases the Host University shall have the final decision on acceptance of those candidates.
- 2.5 No Student will leave on exchange without written approval of the Home and Host Universities.
- 2.6 The language of instruction at Dalhousie is English. The language of instruction at Strathclyde is English. The parties agree that the Home University shall ensure that the Students selected for the exchange have the required language proficiency to study at the Host University in the required language of instruction. Either university may inform the other of minimum language requirements for the selection of Students.
- 2.7 The Host University will undertake to provide appropriate academic advice, orientation, counselling and support during the period of exchange.
- 2.8 Upon completion of the period of exchange at the Host University the Exchange Students shall return to the Home University. Any extension of stay for academic purposes must be approved by both universities.

3. Registration, Fees and Governance

- 3.1 At Dalhousie, Exchange Students will be registered as “Visiting Student Graduate Studies”.
- 3.2 The Host University will provide tuition fee waivers for Exchange Students, making any exchange of funds between the two universities unnecessary. Exchange Students will register and pay tuition at their Home University, which will include fees for the use of the library, student centre, and athletic facilities. Additional charges normally paid by Students of the Host University, such as the mandatory public transport pass (UPass) at Dalhousie, auxiliary fees for summer field courses, and specialized athletic instructional classes, will be the responsibility of the Exchange Student, as will responsibility for acquiring the necessary visa documents, and for the payment of passport or other travel fees.

3.3 Exchange Students will be governed by the rules and regulations of the Host University.

4. Travel, Housing, Books, Subsistence and Health Insurance

4.1 Each Exchange Student will be responsible for the cost of international travel, travel in the host country, housing, books, and subsistence. Each university will make their best efforts to arrange for on-campus housing for the Exchange Students. In the event that on-campus housing is not available, the Host University will provide reasonable information and resources to the Exchange Student to assist them in finding suitable off-campus housing. Each Exchange Student is responsible for reviewing the applicable processes and deadlines related to applying for on-campus housing at the Host University.

4.2 All incoming Exchange Students to Dalhousie will be required to enroll/participate in the Dalhousie Student Union International Student Health Plan (and the Dalhousie Student Union Health and Dental Plan, if applicable) or provide proof of alternate equivalent insurance coverage for the duration of the exchange period, and will be responsible for the cost of this insurance.

4.3 All outgoing Exchange Students from Dalhousie will carry a Dalhousie-approved comprehensive travel health insurance.

4.4 In the event that the Host University is located in a country for which an official travel warning has been issued by the relevant government body, the Home University may, in its sole discretion, do any or all of the following:

- i. require that Students return from a Student Exchange Program that is in progress;
- ii. suspend the Student Exchange Program for a time agreed to by the Host University;
- iii. cancel any Exchange Student nominations which were previously approved by the Home University.

5. Program Administration

5.1 An individual at each university will be identified as the person responsible for the administration, coordination, and management of the Student Exchange Program. These individuals shall keep each other informed of changes to their programs.

5.2 At Dalhousie, this individual will be: Graduate Coordinator, School of Architecture.

5.3 At Strathclyde, this individual will be: Part 1 Director/International Exchange Coordinator.

6. Promotion and Advertising

6.1 Each university will endeavour to publicize the exchange opportunities and to select highly qualified Students studying at their respective universities. Each university may provide a link to the other university's website and distribute each university's promotional materials (when provided by one university to the other), solely for the purpose of publicizing the exchange opportunities. No such additional materials will be created, published or distributed until they have been first approved in writing by the parties. Written approvals required by this clause from Dalhousie must be provided by the Assistant Vice-President, Communications and Marketing or the Registrar and Assistant Vice-Provost Student Affairs, and from Strathclyde they must be provided by Department of Architecture, Head of Department.

7. Academic Record and Credit

- 7.1 At the completion of the period of exchange, the Host University will issue official transcripts with final grades for each Exchange Student to the Home University. Academic credit earned will be assessed and granted by the Home University, not the Host University.
- 7.2 Each university agrees to disclose to each other the application status and course registration for each Exchange Student as necessary to facilitate and to support the Exchange Students in program selection, academic counselling or other services ancillary to such activities, provided that such Students provide their prior written consent.

8. Release of Personal Information

- 8.1 The Parties recognize that the performance of the Agreement shall require the release of certain personal information relating to the Exchange Students participating in the Student Exchange Program. Both parties agree to treat all such information as strictly confidential and to share and use it within the universities only to the extent necessary to fulfill the terms of this Agreement, or as required by law. The universities shall not disclose such information to any other person or organization without the prior written consent of the Student. Each university will take all necessary steps to protect such information from unauthorized access, use, disclosure or destruction. The parties shall ensure that the disclosure shall be made in compliance with the laws applicable to them.
- 8.2 For exchange from Dalhousie, it is understood that Exchange Students shall be required to provide written consent to that release prior to the start of the Exchange period.
- 8.3 For exchange to Dalhousie, the Exchange Student will be required to complete the consent form contained in Annex 1 as a part of the application process. Should an Exchange Student not complete the form in Annex 1, Strathclyde agrees that the Exchange Student shall not be allowed to come to Dalhousie as a part of this Agreement.
- 8.4 If Strathclyde is subject to GDPR, the consent in Annex 1 could be used to meet the requirements of article 49 of the GDPR, pursuant to which Strathclyde shall obtain explicit consent from Exchange Students after having informed them of the possible risks of transfer of personal data.

9. Period of Agreement

- 9.1 This Agreement commences on the Effective Date and will be reviewed at five-year intervals or more frequently at the written request of either university. It is agreed that if, at the end of the Agreement, no modifications are necessary, a letter to this effect, signed by both parties, will extend the Agreement and its term for an additional five years.
- 9.2 The provisions of this Agreement may be amended at any time by mutual consent in writing by both universities.
- 9.3 Either party may terminate this Agreement upon six months written notice to the person identified in Section 5 of this Agreement, unless Exchange Students are in a period of exchange, or have been scheduled for a period of exchange, in which case, it will follow the completion of Exchange Student placements.
- 9.4 In the event of a dispute or claim arising out of or relating to this Agreement, the matter shall be

referred in the first instance to the Vice-President, Government and Global Relations at Dalhousie and to the Dean of the Faculty of Engineering at Strathclyde.

9.5 Neither party shall be liable to the other or any student or be deemed to be in breach of this agreement as a result of suspension or termination of services, courses, classes or programs caused by reason of fire, strikes, lockouts, riots, weather, unavoidable disaster, war, terrorism, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction (including, but not limited to COVID-19), damage to the Parties' property, lawful acts of public authorities or for any other cause beyond the reasonable control of either party. Specifically, in relation to COVID-19, but not to limit the foregoing, this limitation of liability applies to either party's decision, made on an organization-wide basis and in good faith, to control the spread of the virus leading to COVID-19, even if exceeding the then current government requirements.

10. Commitment to Equal Opportunity

10.1 Both institutions subscribe to the principle of equal opportunity and do not discriminate on the basis of age, race, colour, religion, sex, sexual orientation, gender identity and expression, physical disability or mental disability, irrational fear of contracting an illness, source of income, family or marital status, political belief, affiliation or activity, ethnic, national or aboriginal origin, creed or association with such protected groups or individuals.

11. Counterparts

11.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same agreement. Signatures delivered in PDF, JPEG or other electronic format or by facsimile shall be effective.

12. Definitions

In this Agreement:

“Agreement” means this document together with Schedules or Appendices;

“Effective Date” means July 11, 2022;

“Exchange” shall mean a one-for-one exchange of Students from each Party;

“Exchange Student” means a Student selected and enrolled at the Host University to participate in the Student Exchange Program;

“Home University” refers to the University at which the Exchange Student is enrolled and from which the Exchange Student intends to graduate;

“Host University” refers to the University which receives the Exchange Student participating in the Student Exchange Program;

“Non-degree” means that the Exchange Student is enrolled in courses without being enrolled in a degree program. Academic credit may be awarded for courses successfully completed at the Host University towards the Student's degree studies at their Home University. The Student is not eligible to obtain a degree from the Host University upon completion of the Student Exchange Program;

“Party” means a Party to this Agreement and “Parties” has a corresponding meaning;

“Student” refers to a person regarded as a student in accordance with policies, statutes and legislation of the Home University;

“Student Exchange Program” refers to the reciprocal arrangement set out in this Agreement whereby each Party can send their Students to study at the other Party’s University on a fee-neutral basis and for credit towards a degree at his/her Home University.

Signed on behalf of

Dalhousie University
Halifax, Nova Scotia, Canada

University of Strathclyde
Glasgow, UK

A handwritten signature in black ink, appearing to read 'M Hebb', with a long horizontal stroke extending to the right.

Matt Hebb
Vice-President, Government and Global Relations

A handwritten signature in black ink, clearly legible as 'Stephen McArthur', with a long horizontal stroke extending to the right.

Professor Stephen McArthur
Executive Dean and Associate Principal

ANNEX 1

PROTECTION OF PERSONAL INFORMATION AND CONSENT

[Host University] wishes to inform any student who takes part in an academic activity under the Student Exchange Agreement between [Host University] and their Home University (the "Agreement") as follows:

1. [Host University] will obtain and collect personal information about you in order to register you at [Host University].
2. The personal information collected and held by [Host University] may include, but is not limited to, your first and last name, country of residence, student number, contact information, curriculum and academic record, and academic results ("Personal Information").
3. This Personal Information is collected and held in [Host University's] databases and will not be shared with third parties (i.e., outside of [Host University]) unless you consent to it or unless it is required or permitted by the law applicable in [Host University jurisdiction].
4. Nevertheless, [Host University] may exchange certain Personal Information with [Home University] in connection with the execution of the Agreement.
5. Only [Host University] staff who need to deal with this Personal Information in connection with the execution of this Agreement will have access to your Personal Information.
6. You have a right to request access and correction of your Personal Information.
7. Your Personal Information will be held in perpetuity by [Host University] unless a change of protocol is made by [Host University] in the future.
8. You have the right to decline signing this Annex, but in that case you will not be able to register at [Host University] under this Agreement.

I, _____, the undersigned, acknowledge having read the terms and conditions of the protection of my Personal Information and agree to be bound by it. I consent to disclose my Personal Information in these conditions. I understand that this consent cannot be revoked except in time to cancel my registration with [Host University] under this Agreement, that is, before [Host University] has obtained my Personal Information.

Student Name: _____

Student Signature: _____

Date: _____