

Quebec Student Exchange Program Agreement

Between the Bureau de coopération interuniversitaire (BCI) and Ostravská univerzita

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Between:

the **BUREAU DE COOPÉRATION INTERUNIVERSITAIRE**, a nonprofit corporation duly incorporated under Part III (chapter C-38) of the Quebec Companies Act, located at 500 Sherbrooke Ouest, Suite 200, Montreal, Quebec H3A 3C6, represented herein by Ginette Legault, Director General, duly authorized as stated,

hereinafter referred to as "BCI",

The BCI acts as the designated agent for academic institutions of higher learning which are members of the BCI and participate¹ in its Quebec Student Exchange Program (QSEP).

AND:

Ostravská univerzita (University of Ostrava), located at Dvořákova 7, Ostrava, 701 03 and represented by doc. Mgr. Petr Kopecký, Ph.D., **Rector**

hereinafter referred to as the "University",

¹ Appendix 1 lists the participating Quebec institutions as of the date the Agreement was signed. An up-to-date list is available on the QSEP website at http://echanges-etudiants.bci-qc.ca/?lang=en

PREAMBLE

WHEREAS the importance of establishing and developing relationships between Academic Institutions in different countries and giving their students opportunities to learn other languages and cultures, the parties hereby agree to establish a student exchange program.

WHEREAS the *Quebec Student Exchange Program Member Universities Group* of the BCI resolved as of September 12, 2023 to sign this Agreement between the BCI and **Ostravská univerzita**,

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. OBJECTIVE

The purpose of the BCI Quebec Student Exchange Program (QSEP) is to encourage international student mobility by enabling students who are registered full-time at one University (Home Institution) to take courses at another University (Host Institution) and satisfy some of the requirements for obtaining their intended degree at the home institution.

2. CONDITIONS OF PARTICIPATION

All exchange program candidates, subject to section 4.6, shall comply with the following conditions:

- 2.1 completion of the equivalent of at least one year of full-time study in the program in which they are registered at the Home Institution and continued registration in the same program throughout their stay at the Host Institution;
- 2.2 proficiency in the language of instruction at the Host Institution, unless the program in which they are registered involves studying that language;
- 2.3 excellent academic standing;
- 2.4 fulfillment of the special requirements, especially academic ones, imposed by the Home Institution and Host Institution.

3. OBLIGATIONS AND PRIVILEGES FOR PARTICIPANTS

A candidate who is admitted to the QSEP:

- 3.1 remains registered full-time at the Home Institution and pays fees to that University. The Universities agree not to require payment of tuition from the students they host;
- 3.2 agrees to study full-time at the Host Institution for at least one semester, and not more than one academic year, in a study program approved by the Home Institution;

- 3.3 must complete any temporary immigration procedures;
- 3.4 must pay:
 - 3.4.1 the various expenses that may be required by the Host Institution (administration fees, health insurance, etc.), the amount of which shall be known in advance;
 - 3.4.2 transportation and living expenses (housing and food) for themselves and, if applicable, for their spouse and dependents;
- 3.5 remains eligible for the financial aid programs to which their registration at the Home Institution entitles them;
- 3.6 receives, from the Host Institution, reception and orientation services, teaching services, assistance in finding housing and assistance in case of a medical emergency on the campus.

4. PROCEDURE

- 4.1 The BCI shall appoint a coordinator to oversee the program's operation. Among other things, this person promotes the program, communicates with program advisors at the Universities and University Consortiums, disseminates information and produces relevant data about the programs.
- 4.2 Section 4.2.1 or 4.2.2 shall apply depending on whether the signatory is a University Consortium or a single institution.
 - 4.2.1. Each University Consortium shall also appoint an exchange program coordinator and provide the BCI coordinator with that person's contact information (name, title, address, telephone number and email address).

The coordinator appointed by a Consortium shall, among other things, communicate with the program advisors at the Consortium's member institutions and send the BCI coordinator the list of member institutions and the contact information for each designated program advisor.

- 4.2.2. Each University shall appoint an exchange program advisor and provide the BCI coordinator with that person's contact information (name, title, address, telephone number and email address).
- 4.3 To promote the Quebec Student Exchange Program, every year, the coordinator appointed by the University Consortium or the University program advisor shall send the BCI coordinator all the necessary information so that the candidates and program advisors at the Universities concerned will be adequately informed.
- 4.4 The Consortium coordinator and the University program advisor shall have the necessary technological tools to use the exchange program administration website.

4.5 The exchange advisor at each University is responsible for sending complete candidate files from their University to the exchange advisor at the Host Institution concerned, according to the first choice of University on the candidate's Application Form.

This Form shall be available online. Each file shall include all the documents mentioned on the Application Form.

The first-choice institution shall send the files for candidates they did not select to the second-choice institution, as applicable.

- 4.6 The number of participants admitted to the exchange program for each academic year shall be determined by agreement between the parties according to the number of places available in the study programs and the number of eligible candidates. While they intend to maintain parity in the number of students from each party, the parties acknowledge that slight discrepancies may occur occasionally.
- 4.7 Candidates must be selected early enough for candidates' files to be received by the Host Institution's program advisor in a timely manner. Candidates admitted to the exchange program shall be informed directly of their admission to the Host Institution. The Host Institution shall send the candidates all the documents and information required for their registration.
- 4.8 The exchange program advisor at each University shall take into account the information in the document entitled "Information required for the smooth functioning of the BCI Quebec Student Exchange Program" available on the Quebec Student Exchange Program website [https://echanges-etudiants.bci-qc.ca/en/].

5. PRIVACY POLICY

The parties undertake to protect any PERSONAL INFORMATION that may be transmitted to them under this agreement and to take the necessary measures to this end, all subject to the provisions of the **Act respecting Access to documents held by public bodies and the Protection of personal information** (RSQ, c. A-2.1).

"Personal Information" is defined as any information that relates to a person and allows that person to be identified. Personal information is confidential under section 53 of the Act respecting Access to documents held by public bodies and the Protection of personal information (CQLR, c. A-2.1).

6. DISPUTE SETTLEMENT

In the event of a dispute regarding the interpretation or application of this Agreement, the parties will meet to attempt to resolve the dispute. If they are not able to settle the matter, the parties shall submit the dispute to the court to obtain a resolution.

This Agreement is governed by the laws of Quebec (the judicial district of the head office of the BCI), and any litigation regarding the interpretation or application of this Agreement shall be submitted to the judicial system of that province.

7. DURATION OF THE AGREEMENT

This Agreement shall take effect for a term of one (1) year on the date it is signed by both parties.

The Quebec Student Exchange Program Member Universities Group convenes to review the effectiveness of this Agreement at least four (4) months before it expires, and if needed, to negotiate a new version of said Agreement with the University.

In witness whereof the parties hereto have signed at the locations and on the dates indicated below:

FOR THE BUREAU DE COOPÉRATION INTERUNIVERSITAIRE



23.01.24

Date

FOR OSTRAVSKÁ UNIVERZITA (UNIVERSITY OF OSTRAVA)



Date

APPENDIX 1

Participating Quebec institutions

- 1. Université Laval
- 2. Université de Sherbrooke
- 3. Université du Québec à Trois-Rivières
- 4. Université du Québec à Rimouski
- 5. Université du Québec en Outaouais
- 6. Université du Québec en Abitibi-Témiscamingue
- 7. École de technologie supérieure

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