

Program for North-American Mobility in Higher Education

## Memorandum of Agreement

*Between*

Université de Moncton, Canada

Ryerson University, Canada

University of Louisiana at Lafayette, United States

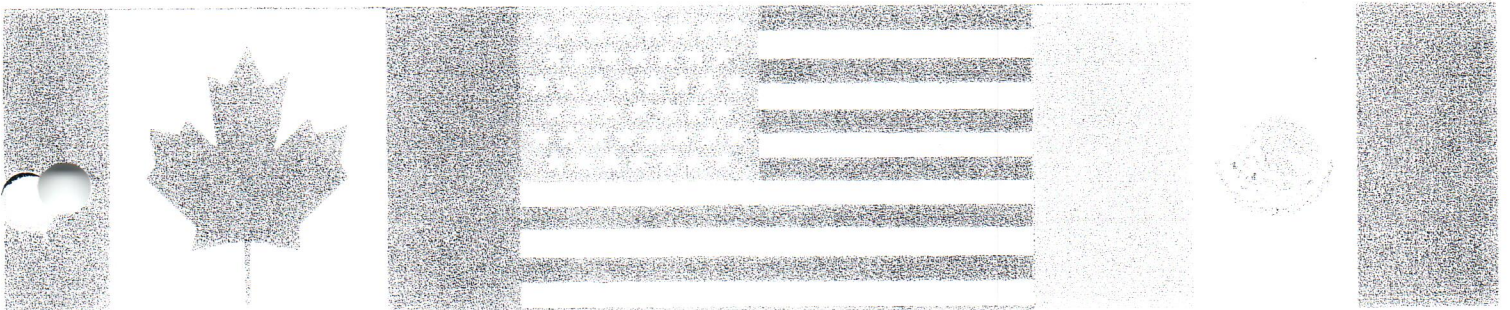
Lamar University, United States

Universidad Autónoma de San Luis Potosí, Mexico

Universidad Panamericana, Mexico

*For the Project*

Alliance to Promote the Sustainability of the  
Environment through Energy Efficiency across NAFTA



## **PURPOSE**

The purpose of this Agreement is to explore and promote academic exchange and cooperation based upon a detailed work plan for the project entitled:

### **Alliance to Promote the Sustainability of the environment through Energy Efficiency across NAFTA**

The main focus of the project is to foster undergraduate and graduate student exchanges in the various academic areas embedded in promoting the development of energy efficiency through mechanical engineering. The collaboration between the consortium members will allow: credit transfer for students; professional opportunities and competence in work, and the management of research; an effort towards a standardization of the consortium so as to combine skills and share resources; the exchange of knowledge and expertise in higher education and training; the added values of Canada, United States and Mexico North American cooperation in higher education and training.

Whereas, the members of the "Alliance to Promote the Sustainability of the Environment through Energy Efficiency across NAFTA" take note of the North American Free Trade Agreement (NAFTA) and affirm that enhanced trilateral cooperation has merit in its own right;

Canada, United States and Mexico conduct a program known as the Program for North American Mobility in Higher Education to provide financial assistance to support projects that promote post-secondary student mobility;

Members of the "Alliance to Promote the Sustainability of the Environment through Energy Efficiency across NAFTA" wish to promote academic exchanges with institutions in other countries and to seek areas of common intellectual interest and potential collaborative research and curriculum enhancement;

Projects and exchanges undertaken by these universities would be beneficial to these institutions; and

Therefore, the six institutions will co-operate in exploring the possible development of exchanges and academic mobility designed to enrich the intellectual environment of each institution and to facilitate the free exchange of ideas, collaborative projects, and research among faculty and students. Efforts will focus on providing opportunities for contact and exchange among individuals in order to foster mutual understanding.

## **GOALS**

Six institutions of higher education have formed this consortium in order to promote a student-centered trilateral dimension to education and training in the academic discipline of mechanical engineering. The aim of the institutions is to enhance their present evolution in working towards international perspectives, to enhance and promote their unique geographical locations, and

to diversify student and faculty profiles. Under the name "Alliance to Promote the Sustainability of the Environment through Energy Efficiency across NAFTA", this university consortium is characterized by unique human resources, higher education traditions, and institutional operating experiences. The members of the "Alliance to Promote the Sustainability of the Environment through Energy Efficiency across NAFTA" Consortium from Canada are: Université de Moncton (lead institution in Canada) and Ryerson University; from United States: University of Louisiana at Lafayette (lead institution in United States) and Lamar University, and from Mexico: Universidad Autónoma de San Luis Potosí (lead institution in Mexico) and Universidad Panamericana.

The consortium members seek to purposefully share their respective reservoir of faculty, students, and administrative staff resources, both through planned and systematic geographic mobility of people and through the use of new technologies, whenever possible, including computer technology and worldwide networks. The institutions involved in this consortium will draw on their unique characteristics and local operations so as to influence a better internationalization of their respective campuses.

The main focus of the program is to foster student exchange in disciplines related to engineering; to establish a network of scholars and practicing administration and/or professionals working towards the enhancement of joint curricula and instruction delivery for the purpose of promoting increased cooperation and exchange of ideas in relation to energy efficiency awareness.

## 1. Definitions

- A. **Sending Institution:** shall mean the institution at which the student is enrolled and continues to be enrolled and pays tuition and fees
- B. **Receiving Institution:** shall mean the institution that has agreed to host the exchange student from the Sending Institution
- C. **Term:** shall mean the academic period at the Receiving Institution. This will commence on the first day of classes and conclude on the last day of final exams
- D. **Exchange Student:** shall mean the student selected by the Sending Institution and accepted by the Receiving Institution
- E. **Project Director:** shall mean the institutional representative designated to fulfill the administrative responsibilities

## 2. COORDINATION

The technical and administrative coordination of this Agreement is appointed to the lead institutions:

- **Université de Moncton, Canada**
- **University of Louisiana at Lafayette, United States**
- **Universidad Autónoma de San Luis Potosí, Mexico**

The technical and administrative coordination shall address and resolve academic and administrative issues that may arise during the term of this Agreement, and shall supervise and report on the activities conducted within the framework hereof. This coordination function will not preclude any rights or responsibilities of any schools outlined in this document.

## 3. Student Exchange

### A. Consortium Responsibilities:

- i. As members of the "Alliance to Promote the Sustainability of the Environment through Energy Efficiency across NAFTA" consortium, the parties to this Agreement agree to enroll the Exchange Students as full-time students in accordance with the admissions guidelines, policies and procedures of the Receiving Institution for the duration of their studies abroad. Each institution shall grant Exchange Students the same rights as regularly enrolled students and shall hold Exchange Students responsible for respecting the same rules and regulations applicable to other students, as described in university documents subject to the limitations imposed by national laws;
- ii. The parties to this Agreement assume no responsibility whatsoever for any of the Exchange Student's property in connection with this Agreement and are hereby expressly released and discharged from any liability for any loss, injury or damage to persons or property that may be sustained by reason of activities pursuant to this Agreement.

### B. Sending Institution Responsibilities:

- i. Sending Institutions are responsible for the recruitment and the selection of Exchange Students. The Receiving Institution retains the right to accept students or not;
- ii. Sending Institutions are responsible to submit language proficiency certification of the required language proficiency to the Receiving Institution;
- iii. Sending Institutions are responsible for the pre-departure cultural preparation of their Exchange Students going on the exchange;

- iv. Selected applications for Exchange Students will be sent by Sending Institutions to the Administrative Coordinator at the Receiving Institution;
- v. Sending Institutions are responsible for informing their Exchange Students of (1) any health insurance requirements as defined by the Receiving Institution, (2) that such insurance is required to be maintained for the duration of the exchange, and (3) that they understand they must carry adequate out-of-country medical insurance including coverage for repatriation expenses;
- vi. Sending Institutions are responsible for providing their Exchange Students with the Program for North American Mobility in Higher Education -funded stipends throughout their time abroad while they remain student in good standing;
- vii. Exchange students will be required to submit to the Receiving Institution a signed consent authorizing and directing the Receiving Institution to disclose the complete academic record of the Exchange student if requested by the Sending Institution.

C. Receiving Institution Responsibilities:

- i. Receiving Institutions are responsible for providing the documents necessary to support the Exchange Students' acquisition of a student visa to reside in the country of the Receiving Institution. This in no way guarantees that the country of the Receiving Institution will issue a visa. Exchange Students are responsible for obtaining any necessary visas/permits or other necessary documents and otherwise complying with all immigration laws and regulations of the Receiving Institution;
- ii. The Administrative Coordinator at the Receiving Institution will ensure appropriate review of the submitted Exchange Students by the Sending Institution by the responsible offices and advisors of the Receiving Institution;
- iii. The final admission decision will be determined by the Receiving Institution specifying reasons for not accepting Exchange Students if those instances should occur;
- iv. Exchange Students are governed by and are requested to abide by the rules and regulations and policies of the Receiving Institution including student disciplinary policies and procedures and intellectual property policies;
- v. The Receiving Institution shall have the right to terminate the participation of any Exchange Student in accordance with the policies and procedures of the Receiving Institution;
- vi. At the completion of the study period, the Exchange Student will be responsible for obtaining official evaluations (transcript) and for arranging to have these forward to the Sending Institution;

- vii. Receiving Institutions will provide Exchange Students with information about institution-sponsored residences or provide them with information about available off-campus housing, if any.

#### D. Student Recruitment and Selection

- i. Exchange Students must apply at the Receiving Institution. To the extent possible, the universities will attempt to adhere to the planned number of student exchanges under the funding program and to keep a balance in terms of the number of Exchange Students with each of its partner countries;
- ii. The Sending Institution will recruit and select Exchange Students based on compliance with its own criteria and criteria developed in collaboration with partner institutions, which are:
  1. Exchange Students must satisfy all admission requirements of the Receiving Institution including those related to academic qualifications and language ability (where language proficiency applies). The timeline for the selection of the Exchange Students shall be determined by written agreement of the Sending and Receiving Institution. The registration forms and official documents will be sent to the Project Director of the Receiving Institution by the Project Director of the Sending Institution in the fall and/or spring before the exchange is to begin;
  2. Candidates should possess adaptability, sound intellectual capabilities, and awareness of cultural differences;
  3. It is the responsibility of the Sending Institution, to attempt to ensure that every student is eligible to obtain the correct visa for the exchange;
  4. The application forms from the submitted Exchange Students will be properly verified by the Sending Institution. The candidates shall attach the documents required by the Receiving Institution. Once the student is selected by the Sending Institution it will send the documentation to the Receiving Institution to have the final approval. The Receiving Institution shall provide the Sending Institution with a letter/certificate of admission and any documents needed to apply for the required visa;
  5. The Receiving Institution reserves the right to make the final decisions on student applications.

#### E. Student Fees and Financial Support

- i. The Sending Institution will ensure that Exchange Students pay the Sending Institution's tuition, and any mandatory computer fees, application, registration and on-campus student health services fees and the Exchange Students shall study at the Receiving Institution without further charges for tuition and the fees listed above. Exchange Students may be

required by the Receiving Institution to pay certain compulsory fees for student services and academic programs not covered by this exchange;

- ii. Exchange Students are responsible for paying their transportation, medical insurance, accommodation and meals, textbooks, personal expenses and all debts incurred during the course of the exchange period;
- iii. Any supplemental financial support provided to the Exchange Student by the sending and/or the Receiving Institution is at the discretion of the institutions;
- iv. Exchange Students will benefit from the same institution services as normally provided to students, will receive student identification cards if required and will have access to the library system and on-campus services of the Receiving Institution, during the exchange period without any supplementary fees to the fees normally charged to the students at that institution.

#### F. Responsibility of Exchange Students

- i. Exchange Students are governed by and are requested to abide by, conform to, and comply with all the laws of each of the countries or other relevant jurisdictions as well as the policies and procedures in effect at each institution. Each Receiving Institution shall grant the same rights to Exchange Students as those enjoyed by regularly enrolled students at the Receiving Institution and shall hold Exchange Students responsible for respecting the same rules and regulations applicable to other students, as described in university documents;
- ii. The Exchange Students will be responsible for the following:
  1. Transportation to and from Receiving Institution;
  2. Meals and food expenses;
  3. Housing costs;
  4. Applicable or compulsory medical insurance;
  5. Other applicable fees which the Receiving Institution charges all students or international students;
  6. Textbooks, clothing and personal expenses;
  7. Passport and visa costs;
  8. All other debts and incidental expenses incurred during the course of the exchange program.
- iii. It is the responsibility of the sending institution to ensure that their students understand these responsibilities before they travel abroad.

#### G. Transfer of Academic Credit

- i. Exchange Students will receive credit from their Sending Institution for courses taken at the Receiving Institution as per the Sending Institution's policies and procedures for transferring credit (within the limitations of existing state and national laws);
- ii. The parties to this Agreement are committed to working

toward the following within the limitations of existing national laws:

1. Recognition of credit for Exchange Students among the three countries;
  2. Determining mechanisms (by the Sending Institution) for approving credit transfers and for ensuring that Exchange Students receive clear advice and appropriate credit.
- iii. The institution conferring a degree is the Sending Institution;
  - iv. The receiving Institution will assess the course work of the Exchange Students according to its normal practices and criteria.

#### H. Notice

Each institution shall designate a Project Director and/or Administrative Coordinator to develop and coordinate the specific activities agreed upon. The designated Project Director and/or Administrative coordinator for each university can be found in Appendix 1: List of Project Directors. Unless otherwise expressly provided in this Agreement, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the Project Director and/or Administrative Coordinator at the addresses listed in Appendix 1.

#### I. General Responsibilities:

- i. Except where otherwise agreed to in writing, the parties to this Agreement will respect the planned number of student exchanges and to keep a balance in terms of the number of Exchange Students with each of its partner countries;
- ii. The lead institution in each country is responsible for sending a copy of this Memorandum of Understanding containing signatures of institutional authorize signing officers to their respective government agency, in the official language(s) of their country;
- iii. At no time shall race, religion, color, national origin, sex, age, disability, veteran status, or sexual orientation be considered in administering this Agreement;
- iv. Under no circumstances shall this Agreement be construed to create a relationship of partners, brokers, employers, servants, joint ventures, or agents between the parties.



#### 4. Internships

For the exchange of students who will complete a coop or credited internship, the following conditions must be met: students will hold the necessary citizenship in order to apply for an appropriate visa from the host country. Salary and benefits if applicable will be the responsibility (and at the discretion) of the employer. Travel costs and living costs will be the responsibility of the individual students. The receiving institution will direct these individuals to the appropriate campus accommodations office or to off-campus residences, where available.

#### 5. Faculty Collaboration

- A. Subject to the necessary institution approvals, the parties will use collaborative efforts to develop an emergent curriculum that will deepen the program's global impact as well as common areas of academic interest.
- B. Collaboration and exchange of faculty members are encouraged and shall be governed by the following criteria and guidelines:
  - i. It is understood that acceptance of visiting faculty is within the sole direction of the Receiving Institution, which may agree to accept or decline visiting faculty as it sees fit from time to time, taking into account its curricular and other needs or preferences;
  - ii. The parties understand and agree that visiting faculty are expected to and will follow and abide by all of the rules, regulations, policies and practices of the Receiving Institution pertaining to visiting faculty, including policies relating to appointment, faculty conduct, grading, treatment of students and participation in administration and other duties;
  - iii. All exchanges of academic staff must be approved by the Receiving Institution in writing. Written approvals will include the responsibilities of the exchange participants, the period of the exchange, and any other conditions governing the terms of the exchange;
  - iv. All parties to this Agreement will review the program annually for any imbalance in the number of faculty exchanged and may adjust the number of exchanged faculty over the term of this Agreement, as necessary, to maintain a reasonable balance. The parties to this Agreement will attempt to respect a balance in the number of faculty members exchanges for both short term (one to several weeks) and long term (a semester or a year) exchanges;
  - v. Each Sending Institution will pay the salary and benefits to their own professors while teaching abroad in accordance with applicable collective agreement, contracts or policies. No additional compensation will be given to visiting professors by a Receiving Institution or the project;

- vi. Visiting professors and/or their Sending Institutions shall be responsible for all other debts and incidental expenses incurred during the course of the exchange program;
- vii. Faculty exchange may have to be approved by the home institution as well and separate agreement to be signed with a partner institution may be requested;
- viii. The term "visiting faculty" better reflects the following type of activities undertaken by faculty members under this project:
  1. Short term stay of a few days following a meeting to give lectures;
  2. Participation in a symposium during a meeting;
  3. Faculty members can give lectures at a partnering institution during summer;
  4. Faculty members can apply for an exchange of a semester during their sabbatical year.

## **6. Intellectual Property Rights**

Ownership of Intellectual Property (IP) developed in the course of the Project shall be owned in accordance with the policies and procedures of the institution(s) where the IP was created. Pre-existing know-how and Intellectual Property necessary for the project will be disclosed to partners for the purposes of the project on a royalty-free basis. If a partner wishes to use another partner's Intellectual Property Rights or know-how in commercializing their own Intellectual Property Rights in any way, they will seek a license on reasonable terms from the rights owner, such permission not to be unreasonably withheld.

## **7. Miscellaneous**

- A. This Agreement will come into effect on the last date on which it is signed by all of the parties below. It will remain in effect, unless terminated in accordance with this Agreement until September 2014.
- B. Subsequent to the expiration of this Agreement, the parties to this Agreement will attempt to continue ongoing project activities. However, the terms of this agreement should not apply.
- C. This Agreement may be extended by mutual written agreement of each of the parties. This Agreement, including Appendix 1, constitutes the entire agreement between the parties with respect to its subject matter.
- D. Any party to this Agreement may terminate its participation in this Agreement for any reason by notifying the other parties, in writing, at least 90 days in advance. Termination of this agreement will not alter the responsibilities of the parties to carry out the terms of the agreement with respect to students who have already been admitted to a Receiving Institution. Additionally, in the event that any party materially breaches this Agreement, the non-breaching

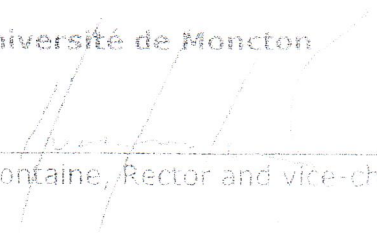
parties may, upon agreement amongst themselves, terminate that party's participation in this Agreement upon fourteen (14) days notice. If feasible in the discretion of the non-breaching parties, they may offer the breaching party opportunity to remedy to the breach.

- E. This Agreement embodies the entire understanding between and among the parties, and may not be amended or changed in any way except by written instrument signed by the parties with a copy to any governmental representatives if required. In the event that any of these amendments are not in accordance with the current competition policies or guidelines, the parties recognize that the financial support to the project may be jeopardized.
- F. If any portion of this Agreement is held to be illegal, invalid or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby.
- G. This Agreement may not be assigned without the written consent of the non-assigning party.
- H. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.

IN WITNESS WHEREOF, each of the undersigned parties represents and warrants that it has the full authority to sign and enter into this Agreement on behalf of the institution that each purports to represent.

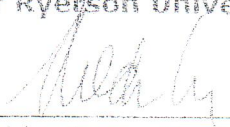
SIGNATORIES

**For Université de Moncton**

  
\_\_\_\_\_  
Yvon Fontaine, Rector and vice-chancellor

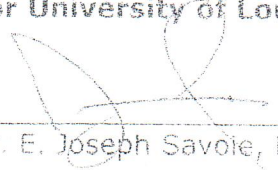
Date 20/01/11

**For Ryerson University**

  
\_\_\_\_\_  
Sheldon Levy, President

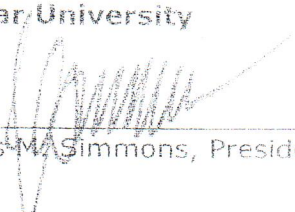
Date Jan 31/2011

**For University of Louisiana at Lafayette**

  
\_\_\_\_\_  
Dr. E. Joseph Savoie, President

Date 2/14/11

**For Lamar University**

  
\_\_\_\_\_  
Dr. James M. Simmons, President

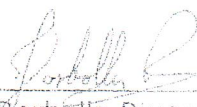
Date 3/21/11

**For Universidad Autónoma de San Luis Potosí**

  
\_\_\_\_\_  
Lic. Mario García Valdez, Rector

Date 21/12/2011

**For Universidad Panamericana, Campus Guadalajara**

  
\_\_\_\_\_  
Dr. Juan G. de la Borbollá Rivero, Rector

Date 25-11-2011

**For Universidad Panamericana, Campus Aguascalientes**

  
\_\_\_\_\_  
Mtro. Rafael Hernández Cazares, Rector

Date \_\_\_\_\_

## Appendix 1

**"Alliance to Promote the Sustainability of the Environment  
through Energy Efficiency across NAFTA"**  
Consortium Project Directory

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### Canada

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#### Université de Moncton

Gilles Roy, Project Director  
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#### Ryerson University

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Mexico

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Universidad Autónoma de San Luis Potosí

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