
	STUDENT EXCHANGE PROTOCOL BETWEEN YORK UNIVERSITY, CANADA (“York University”) AND INSTITUTO TECNOLÓGICO DE COSTA RICA, COSTA RICA (“TEC”)	
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The purpose of this protocol is to establish a student exchange agreement between York University, Canada and Instituto Tecnológico de Costa Rica, hereinafter collectively referred to as the “Parties” or individually as a “Party”, to enhance and enrich their students’ educational experience.

York University and Instituto Tecnológico de Costa Rica agree to institute this student exchange protocol under the following terms:

1. Definitions

- 1.1 *Exchange* shall mean reciprocal exchange of students from each institution. Both undergraduate and graduate students may be considered for exchange unless otherwise mutually agreed upon in writing by the Parties.
- 1.2 *Exchange Period* shall mean one or two academic term(s)/semester(s) at the Host Institution where a term is considered as one *Unit of Exchange* and is equivalent to 0.5 FTE.
- 1.3 *Home Institution* shall mean the institution in which the student is enrolled as a degree-seeking student.
- 1.4 *Host Institution* shall mean the institution which has agreed to receive the exchange students from the Home Institution.

2. Student Exchange

- 2.1 The student exchange activity is based on reciprocity and balance. Both Parties shall seek to achieve an equal number of Units of Exchange.
- 2.2 It is not necessarily expected that both institutions will host the same number of students in any one-year period. However, both Parties will annually review the student exchange activity to ensure reciprocity and overall balance. In case of imbalance, the Parties will adjust the number of Units of Exchange to restore balance.

3. Selection of Students

- 3.1 The Home Institution will screen, select and then nominate the students to be exchanged to the Host Institution.
- 3.2 The Host Institution makes the final decision on the admissibility of each nominated student. It reserves the right to exclude some academic programs from the exchange.



- 3.3 The students must be in good academic standing and satisfy all admission requirements at the Host Institution including language proficiency requirements.
 - 3.4 Students must have completed a minimum of one (2) year of study at the home institution prior to enrolment.
 - 3.5 The Parties will work collaboratively to facilitate the transfer of required documents for admission according to a mutually agreed upon schedule.
 - 3.6 Full time participation by the exchange students is expected unless otherwise mutually agreed upon in writing by the Parties. "Full time" will be in accordance with the definition stipulated by the Host Institution.
 - 3.7 Exchange students will comply with the student conduct policies and academic policies and regulations of the Host Institution. Exchange students will remain candidates eligible for degrees at their Home Institution, and will not be considered as candidates eligible for degrees at the Host Institution.
- 4. Academic Advising, Course Enrolment and Assessment**
- 4.1 The Home Institution is responsible for providing academic advising to students going on exchange. The Host Institution will provide a list of courses available for exchange students as early as possible.
 - 4.2 The Home Institution will communicate the exchange students' course preferences to the exchange team at the Host Institution prior to the enrolment period. Every effort will be made to satisfy the exchange students' course preferences provided that all academic requirements are met and enrolment in those courses is not restricted.
 - 4.3 Credits successfully completed at the Host Institution toward the students' degree program are to be awarded by the Home Institution, subject to Faculty approval.
 - 4.4 Records of grades and courses for each student will be sent directly to the Home Institution at the end of the Exchange Period.
- 5. Fees, Finance, and Support Services**
- 5.1 Exchange students pay tuition fees to their Home Institution. They will be exempt from tuition and application fees at the Host Institution.
 - 5.2 No money will be exchanged between the two Institutions, nor will there be reimbursements for expenses or sharing of fees or profits arising from the exchange program.
 - 5.3 Exchange students will be required to pay for all expenses, including but not limited to travel, health insurance, accommodation, food, books, and supplies, etc. Neither Institution shall be held liable for such charges. Exchange students studying at York University are required to register and pay the applicable premium for the University Health Insurance Program (UHIP) for each academic term of study.
 - 5.4 The Host Institution will provide information on on-campus housing accommodation options. Due to limited on-campus accommodation, York University does not guarantee accommodation for incoming exchange students. Students are encouraged to search for Toronto accommodation well ahead of their exchange program at York. TEC will provide information about private accommodation.



- 5.5 Exchange students are responsible for obtaining the appropriate immigration documents required for study in the country of the Host Institution. The Host Institution will provide documentation confirming the details of the exchange for such purpose.
- 5.6 The Institutions will provide exchange students with pre-departure and post-arrival orientation, and academic and non-academic supports throughout the exchange.
- 5.7 Exchange students have access to all services available to domestic students including, but not limited to, academic advising, counseling and disability services, and access to academic and recreational facilities.

6. Institutional Contacts:

Each Party will designate an administrative contact to work with the other in administering the Exchange Student Program.

	Agreement Oversight and Facilitation	Academic and Administrative Program Contacts
York University	York International (YI) yorkintl@yorku.ca	YI Student Mobility Team - Incoming Exchange exchange@yorku.ca - Outgoing Exchange goglobal@yorku.ca
Instituto Tecnológico de Costa Rica	International Office internacionaltec@itcr.ac.cr	Raúl Ramírez B. Incoming/Outgoing exchange exchangeprogramtec@itcr.ac.cr

TEC
Instituto Tecnológico de Costa Rica
R. Ramírez B.

7. Privacy and Confidentiality

- 7.1 Non-disclosure. The Parties acknowledge that in the course of participating in this program, Host Institution staff may have access to Confidential Information, and that such information is subject to reasonable privacy and confidentiality obligations. The Parties agree to maintain reasonable security measures in respect of any documents or information in any form identified by the owner as confidential, and shall take all reasonable precautions to limit internal disclosure to those persons who are required to access such documents or information.
- 7.2 FIPPA Obligations. The Host Institution acknowledges that York is subject to the *Freedom of Information and Protection of Privacy Act*. The Host Institution shall assist York in meeting its obligations to protect all personally identifiable information of its students, and shall treat all such information as strictly confidential. For further clarity, nothing in this Agreement will be construed to require either Party to breach any obligation imposed by *FIPPA*.

8. Compliance with Laws

- 8.1 The Parties will at all times, while performing their duties and obligations hereunder, comply with all applicable laws as well as the principles of non-discrimination, equity and inclusion.

9. Non-Discrimination

- 9.1 Both Parties subscribe to the policy of equal opportunity and will not discriminate on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability.
- 9.2 Any violation of these principles will be considered grounds for immediate termination of this Agreement and/or any activities commenced pursuant to it.

10. Intellectual Property

- 10.1 Unless explicitly agreed to the contrary in writing for a specific activity, each Party retains all right, title and interest to its own work and any intellectual property rights therein. This Agreement does not give either Party any license of use or right over the intellectual property of the other Party. The use of trademarks and/or denominations representative of either Party is strictly prohibited without the other Party's prior written consent.

11. Insurance

- 11.1 Each Party will at all times during the Term of this Agreement maintain insurance coverage and limits appropriate for their operations and at least equivalent to industry standards. The parties shall provide proof of coverage upon reasonable request.

12. Logo Use

- 12.1 Neither Party shall use the name, logo or any other mark (whether or not registered) of the other Party in any public manner or promotional material without such Party's prior written permission.

13. Renewal, Termination and Amendment

- 13.1 This Agreement will remain in force for a period of five (5) years.
- 13.2 Amendments to this Agreement may be made at any time, in writing, and only when agreed upon by both Parties.
- 13.3 Six (6) months before the expiration of this Agreement, the Parties will review and evaluate student exchange activity and determine whether to renew the Agreement and stipulate in writing the terms upon which the Agreement may be renewed.
- 13.4 Either Party may terminate the Agreement by giving notice in writing to the other Party of no less than six (6) months. Any student who may have commenced exchange at either Institution before the date of termination may complete their courses of study by special agreement between the two Institutions.
- 13.5 For conditions of the exchange not covered by this Agreement, or for problems that arise during the course of the Agreement, both Parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
- 13.6 This Agreement may be executed in counterparts, each of which will constitute an original, and all of which together will constitute a single agreement.



Executed as an agreement and signed on behalf of:

York University



Professor Lisa Philipps
Provost & Vice-President Academic

Date: December 9, 2020

Instituto Tecnológico de Costa Rica



TEC | Tecnológico de Costa Rica
Rectoría

Ing. Luis Paulino Méndez
Rector

Date: 30/8/2022




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