

# BCIT International Study Abroad Agreement

**THIS AGREEMENT** (the "Agreement") made as of Select the Effective Date of the contract (the "Effective Date") is between:

**West Ukrainian National University**, having an office at  
11, Lvivska Str., 46001, Ternopil, Ukraine

(the "Partner")

AND

**British Columbia Institute of Technology**, having an office at  
3700 Willingdon Avenue  
Burnaby, British Columbia, Canada V5G 3H2

("BCIT")

BCIT and the Partner are each referred to herein individually as a "Party" and collectively as the "Parties".

## WHEREAS:

- A. BCIT is one of British Columbia's largest post-secondary institutions.
- B. BCIT and the Partner are desirous of establishing an academic link between the two institutions by means of providing a study abroad (free mover) opportunity for undergraduate and graduate students from the Partner University to spend an academic term or an academic year at BCIT.

**IN CONSIDERATION** of the mutual covenants in this Agreement and subject to the terms and conditions specified in this Agreement, the Parties agree as follows:

## 1 Definitions

- .1 **Definitions:** In this Agreement, the following capitalized words and expressions will have the following meanings unless the context otherwise requires:
  - a) "BCIT Programs" has the meaning set out in Schedule A of this Agreement;
  - b) "Business Day" means a day other than Saturday, Sunday or a day that is a statutory holiday in British Columbia.
  - c) "International Students" means individuals who are neither Permanent Residents nor Citizens of Canada and are interested in attending one of BCIT's Programs, and meet BCIT's admission requirements for such BCIT Program;
  - d) "Marketing Materials" means materials provided by BCIT to the Partner for distribution to International Recruits and any Translated Marketing Materials that have received BCIT's prior written approval for distribution to the Partner, as these documents may be amended by BCIT from time to time;

e) "Term" means the term of this Agreement as defined in Section 2 of this Agreement.

## **2 Term and Termination**

- .1 Activities under this MOU are expected to commence on the Effective Date and continue five years from the Effective date. Thereafter, it shall be automatically renewed each year. Either institution may, however, terminate the agreement at any time by giving 1 month written notice of such intent to the other institution.
- .2 BCIT may terminate this Agreement immediately if the Partner University breaches any representation or warranty in this Agreement.
- .3 Either Party may terminate this Agreement for any reason upon at least 30 days prior written notice to the other Party. Students accepted into BCIT programs will be given the opportunity to complete their term of study with BCIT.
- .4 Either Party may terminate this Agreement immediately if the other Party breaches any of its obligations under this Agreement and does not cure that breach within 30 days after receiving the non-breaching Party's written notice of the breach.

## **3 Business and Media Study Abroad**

### **.1 Academic Program and Status**

- a) BCIT agrees to accept applications from the Partner University qualified students into available courses offered by BCIT. Students will be enrolled as visiting students, subject to course availability.
- b) Partner University students to be selected for study abroad at BCIT will be nominated by their home institution and shall:
  - be in good academic standing
  - have completed at least one year of their program of study.
- c) Students whose native language is not English will be expected to function satisfactorily in English and meet one of the following English Proficiency requirements:  
DAAD Certificate with Level B2, or IELTS Academic with 6.5 overall, or TOEFL with 86 overall.
- d) Credits towards the student's degree from the study abroad period are to be awarded by the Partner, when courses have prior approval from the student's academic advisor. While every effort will be made to register students in their preferred courses as submitted in the form of a Learning Agreement, such registration is not guaranteed.
- e) BCIT will provide the students with an official transcript, upon request, for each study abroad student participating in the program.
- f) Study abroad students will be required to abide by the rules and regulations of BCIT.



g) Students will have the same privileges provided to full-time BCIT students while they are on their study abroad term.

h) BCIT will provide Partner University and its students with information on accommodation and assist them in finding such accommodation.

## .2 Magnitude, timing and duration of study abroad term

a) Partner University can send a maximum of 20 students per academic year, with a maximum of 10 students per term.

b) The parties will review the program regularly to identify any issues arising during its implementation and to adjust, where necessary, the numbers of study abroad students or other aspects of the program.

## .3 Student charges and tuition fees

a) Study abroad students will pay a reduced BCIT tuition fee of \$6995 per term, which covers registration for up to four courses. Tuition includes ancillary fees: BCIT ID card, student association, building and capital levy. Tuition will not be reduced if students register for fewer than four courses. Study Abroad students are not eligible for U-Pass (student transit program).

b) Partner University students will be responsible for paying BCIT any special fees (including club membership, use of specialist sporting facilities etc.), and other individual fees, such as books, course materials, and excursion fees similar to what other full-time students pay.

c) Partner University students are responsible for having adequate medical and accident insurance for the duration of their study abroad term and must be able to demonstrate proof of such coverage. Medical insurance is mandatory while attending BCIT. A \$300 CAD fee will be added to your Study Abroad tuition to cover five months of Guard Me medical insurance. To opt out, you can email proof of medical insurance for the duration of your studies to [international.medical@bcit.ca](mailto:international.medical@bcit.ca).

d) Partner University students must abide by all relevant Canadian government regulations (e.g. visa, medical insurance regulations).

e) Partner University will be granted one exchange placement for the duration of one term at BCIT Business for each 5 study abroad students enrolled at BCIT within one calendar year.

f) In exchange for one free space at BCIT for the duration of one term for each 5 study abroad students enrolled within one calendar year, the Partner University will offer one free space for one term to a qualified BCIT undergraduate student.

g) The decision to award a Partner University student an exchange placement is made by the International Office at Partner University. The application and other required documents for this student will be sent directly to BCIT by sending a student nomination to the email [studyhere@bcit.ca](mailto:studyhere@bcit.ca). Nominated exchange students from Partner University will be waived an application fee.

h) BCIT will ensure that adequate arrangements are made for the reception and orientation of study abroad students. An Orientation Program for incoming study abroad students from Partner Universities is **compulsory**. The Orientation Program fee (\$350 in 2019) will be waived for incoming study abroad students from the Partner University applying under this agreement. Exchange students from Partner University must attend Orientation Program and pay an Orientation Program fee.

Overview of charges and fees.

Type student	Study abroad student under this agreement	Exchange student under this agreement	Incoming student from a non-partner university
Application fee*	154 CAD	Fee waived	154 CAD
Tuition fee	6,995 CAD	Fee waived	6,995 CAD
Orientation program fee*	Fee waived	350 CAD	350 CAD
<b>TOTAL</b>	<b>7,149 CAD</b>	<b>350 CAD</b>	<b>7,499 CAD</b>

\*subject to change

#### .4 Recruitment and application process

- a) Promotion and recruitment of students from the Partner University for the study abroad program will be arranged by the International Office at Partner University.
- b) Students should apply into the Business and Media Study Abroad program and pay an application fee.

#### 4 BCIT's Responsibilities and Rights

.1 BCIT will:

- a) provide the Partner University with a copy of the Marketing Materials, and conduct the information sessions at the Partner University campus upon request; and
- b) admit into a BCIT Program an International Student who satisfies all of BCIT's entrance requirements, as solely determined by BCIT.

.2 BCIT reserves the right to cancel or change any BCIT Program, policy, fee, guideline, promotional, informational or application materials without notice to the Partner University or and to make the final determination as to admission of an International Student to BCIT.



## 5 Representatives

.1 Each Party shall appoint a representative (each a "Representative") who shall be the first line of contact for all matters arising under this Agreement, as follows:

**for the Partner University:** Oksana Desyatnyuk  
Telephone: +38 0352 51 75 57  
Fax: n/a  
Email: [inter.office.wunu@gmail.com](mailto:inter.office.wunu@gmail.com)

**for BCIT:** Mark Chiarello  
Telephone: + 1.604.451.6714  
Fax: n/a  
Email: [mchiarello@bcit.ca](mailto:mchiarello@bcit.ca)

.2 Each Representative shall be responsible for administering this Agreement on behalf of the Party appointing him or her. Each Party may change its Representative upon written notice to the other Party. Neither Representative shall have the authority to execute amendments or additions to this Agreement on behalf of his or her appointing Party without further written consent from such Party.

## 6 Notice

.1 Any notice, direction request or other communication required or contemplated by any provision of this Agreement will be given in writing and will be given by delivering or faxing or emailing the same to the parties as follows:

If to the Partner:

**West Ukrainian National University**  
Address: 11, Lvivska Str., 46001, Ternopil, Ukraine  
Fax: n/a  
Attention: Oksana Desyatnyuk  
Email: [inter.office.wunu@gmail.com](mailto:inter.office.wunu@gmail.com)

If to BCIT:

**British Columbia Institute of Technology**  
3700 Willingdon Avenue  
Burnaby, BC V5G 3H2

Fax: n/a  
Attention: Mark Chiarello  
Email: [mchiarello@bcit.ca](mailto:mchiarello@bcit.ca)

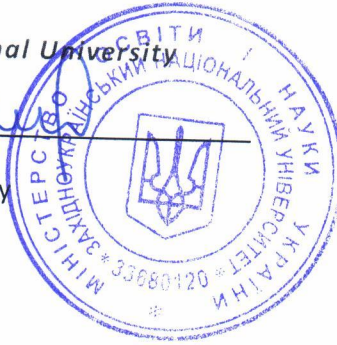
The Parties are signing this Agreement as of the Effective Date:

West Ukrainian National University

By: \_\_\_\_\_

Name: Andriy Krysovaty

Title: Rector



British Columbia Institute of Technology

By: \_\_\_\_\_

Name: Dr. Kevin Wainwright

Title: Dean, BCIT School of Business + Media

By: \_\_\_\_\_

Name: Dr. Tom Roemer

Title: Vice President, Academic



## SCHEDULE A

- a) **"Program Term"** means a 4 month period of instruction for a BCIT Program as follows:
  - i. Winter term – January to April (or May) (the **"Winter Program Term"**);
  - ii. Spring term – April to August (the **"Spring Program Term"**); and
  - iii. Fall term – September to December (the **"Fall Program Term"**).
- b) **"Tuition"** means the fees paid by the Qualified Student to BCIT for the BCIT Program but does not include the Qualified Student's registration fee, accommodation fees, and other fees related to extra-curricular programming.