

CONSEIL D'ADMINISTRATION DE L'UNIVERSITÉ DE TOURS
Séance du 13 juin 2022**DÉLIBÉRATION n°2022-62**

Le conseil d'administration s'est réuni le lundi 13 juin 2022 en séance plénière, sur convocation du Président de l'université, adressée le vendredi 3 juin 2022.

Point de l'ordre du jour :

4.3. Conventions internationales

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Vu le code de l'éducation,

Vu les statuts de l'université de Tours,

Vu l'avis de la commission des relations internationales des 24 mars et 2 juin 2022,

Exposé de la décision :

Le conseil d'administration doit approuver sept conventions et cinq accords-cadres proposés par la commission des relations internationales.

Proposition de décision soumise au conseil :

Approbation des conventions et accords suivants :

- 1) Création - Convention d'échange d'étudiants – Pondicherry University (Inde)
- 2) Renouvellement - Convention d'échange d'étudiants – Vellore Institute of Technology (Inde)
- 3) Renouvellement – Convention d'échange d'étudiants – Université Laval (Canada)
- 4) Renouvellement – Convention générale d'échange – Université du Québec à Chicoutimi (Canada)
- 5) Renouvellement – Convention d'échange d'étudiants – Universidad Internacional (Mexique)
- 6) Renouvellement – Convention d'échange d'étudiants – La Trobe University (Australie)
- 7) Renouvellement – Convention d'échange d'étudiants – Asia University (Taiwan)
- 8) Renouvellement – Accord-cadre – University of Birmingham (Royaume-Uni)
- 9) Renouvellement – Accord-cadre – Université Laval (Canada)
- 10) Création - Accord-cadre – Pondicherry University (Inde)
- 11) Renouvellement - Accord-cadre – Chiang Mai University (Thaïlande)
- 12) Renouvellement - Accord-cadre – Chuo University (Japon)

Après en avoir délibéré, le conseil d'administration approuve la présente décision, comme suit :

Nombre de membres constituant le conseil :	36
Quorum :	18
Nombre de membres participant à la délibération :	27
Abstentions :	0
Votes exprimés :	27
Pour :	27
Contre :	0

Pièces jointes :

- textes des conventions et accords.

Fait à Tours,



**AGREEMENT FOR EXCHANGE OF
STUDENTS**



between

**The University of Tours
France**

and

**Pondicherry University
India**

Considering the Articles D123-15 to D123-22 from the French Law of Education and the Bill °2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the legislation in force in India and in the Indian Union Territory of Pondicherry,

BETWEEN

The University of Tours (hereafter referred to as UT), represented by its President, Prof. Arnaud GIACOMETTI, on the one hand,

AND

Pondicherry University (hereafter referred to as PU), represented by its Registrar, Dr. Amaresh SAMANTARAYA, on the other hand,

The following has been agreed:

1. PURPOSE

Being aware that the quality of their teaching is strengthened by the establishment of international cooperation links, Pondicherry University and the University of Tours wish to enter exchanges, with a view to their mutual enrichment on the scientific, academic and cultural levels.

The general objective of this Agreement is long-term educational collaboration in fields which are compatible with the orientation of each university, and which are relevant to the industrial, scientific, social and cultural interests and needs of the countries wherein the parties are respectively located.

The focus will be a collaboration between:

- **PU** : All Faculties
- **UT**: All Faculties with the exception of the Faculty of Medicine.

2. ADMINISTRATION OF THE AGREEMENT AND MANNER OF IMPLEMENTATION

The programme will be administered by:

- Director, International Relations Office (IRO) - UT
- Dean, International Relations – PU

They will ensure that the study proceeds according to a reasonable schematic plan and ensure that the terms of this exchange program are carried out.

Both institutions agree to keep in regular contact through their respective **international offices** and to report progress or other specific information as requested.

3. STUDY LEVELS

Students concerned by the present agreement are:

- undergraduate (Licence) students
- and/or graduate (Master) students

To be considered for acceptance by the host University, a student must fulfil the following conditions:

- Students from Tours must be registered at UT in an undergraduate or graduate program and will have completed one year of study in their home university.
- Students from Pondicherry must be registered at PU in an undergraduate or graduate program and will have completed one year of study in their home university.
- Students must have obtained overall satisfactory results as determined by the home university.

4. GENERAL CONDITIONS OF THE EXCHANGE.

It is anticipated that each year an approximately equal number of students from each university will participate in the exchange. The number of students to be admitted to the program each year will be up to 3 students at each university. 2 students accepted for one semester are deemed to be the equivalent of 1 student per year for the purposes of calculating the total number of students eligible for exchange that year.

Each partner will endeavour to match the yearly number of outgoing and incoming exchange students. Should the exchange be unbalanced in number over a given year, the balance will be restored accordingly over the five-year validity period of agreement.

A learning agreement will be prepared and signed by both parties and the student before the beginning of the mobility.

5. STUDENT ADMISSION AND FOLLOW-UP

- a. Each university will select the students for the exchange from its own institution according to published criteria and procedures.
- b. Each university will present the applications of the selected students to the partner university who will be asked to approve the candidates and the study programs of the candidates.
- c. Each university will accept the admission requirements and registration procedure of the host university. The candidates will accept the rules, regulations and registration procedure of the host university in the matter of course choice.
- d. Students will be informed of their acceptance no later than 15 May of each year for the first semester (beginning in September) or the 15 November for second semester exchanges (beginning in January). They must confirm their intention to accept or reject the offer by 15 June or 30 November.
- e. If an accepted candidate declines, the universities may offer the place to an alternate candidate.
- f. The host institution undertakes to establish the appropriate admission certificate with the student's name enabling him/her to enter the host country as an exchange student

- g. Students from both universities must have their course selections approved by their home department and appropriate academic authorities, in order to obtain transfer of credit towards their degrees.
- h. The host institution will not require students to take courses beyond those agreed above.
- i. Each university will provide the other with transcript records of the student's results. The home university will give credits for all or part of the courses followed by the student in the host university according to his/her results.

6. STUDENT REGISTRATION

- a. Students from both universities will register in their university of origin.
- b. Students will pay registration fees to their home university.
- c. Exchange students will not be charged tuition fees by the host institution but may be required to pay certain ancillary fees as specified by each institution. They will be responsible for their own travel and subsistence expenses.

7. LANGUAGE REQUIREMENTS

Courses at PU are taught mainly in English. The list of courses available for exchange students can be found on: <https://www.pondiuni.edu.in/international-students/>

Courses at UT are taught in French and/or English. The list of courses available for exchange students can be found on: <http://cces.univ-tours.fr/> or <http://polytech.univ-tours.fr/international/exchange-program>

Students will be required to meet the language proficiency requirements of the Host University.

To meet admission conditions at PU, UT students should provide sufficient proof of English language proficiency as certified by the home university.

To meet admission conditions in UT, PU students should provide sufficient proof of French language proficiency. For exchange programs in French,

students should have reached B2 of the European Common Frame of Reference, meaning:

- Level 3 TCF: TCF B2 (399 points minimum)
- Level 3 TEF: TEF B2 (540 points minimum)
- DELF B2,

Or give proof of sufficient language proficiency, as certified by the home university.

In addition to meeting admission conditions at UT, non-French speaking students who come to UT for courses delivered in English, a supervised project, or an internship in English in an Engineering or Science program are not subject to French proficiency requirements.

8. RIGHTS AND OBLIGATIONS OF PARTICIPANTS

All students participating in this exchange program:

- a. must be full-time students at the host university in program of studies or participate to an internship. Their internship or studies program must also be validated by the home university.
- b. must abide by the rules and regulations of the host university, including compliance with all laws of the host country. Violation of these laws shall subject the student to immediate expulsion;
- c. are responsible for obtaining any necessary visa and otherwise complying with all immigration laws and regulations in the host country;
- d. must have access to university restaurants at the same rates as those applied to students from the host university. The host university will assist students to find accommodations and to become integrated in their new social environment. Such assistance shall not include financial assistance;
- e. must immediately inform the International Office at the home and host university, as well as the staff responsible for the exchange, in the event of any problem, early departure or any modification of the terms of the exchange or in his/her learning agreement.

9. INSURANCE

All exchange students:

- a. must have adequate insurance coverage against risks sustained when living abroad;
- b. are required to take, at their own expense, suitable health insurance which covers and provides health care, hospital fees and repatriation,

providing adequate proof of this to the host university. Medical insurance can be provided by the host university. If such insurance is not taken out, the student must provide proof to the host university that he/she has equivalent medical coverage. The student agrees that the host university is not responsible for any personal injury, loss or damage suffered by the exchange participant in case of medical emergency or force majeure.

10. DURATION

This agreement will be enforceable after signature by both parties and approval by competent authorities. It will be valid for a period of five years, unless otherwise revoked by either party, provided six months written notice be given. In case of renewal, it will be further resubmitted for the approval by the competent authorities in both institutions, in compliance with current legislation.

11. AMENDMENTS

Any modification to the current text, decided by both contracting parties, will be subject to an amendment signed by the parties and must be submitted for the approval by the competent authorities.

12. TERMINATION

a. Termination for fault. – Each Party may terminate this Agreement unilaterally in case of non-compliance by the other Party with its essential obligations, by registered letter with acknowledgement of receipt. The termination will be effective six months after sending this letter, postmark date and stamp used as proof. The breaching party is not entitled to claim any compensation.

Prior to exercising discretion, the party using its unilateral termination power must seek redress, in an adversarial procedure, after providing a formal notice from the co-contracting party, within a period determined by this party, asking to act as soon as possible to remedy the situation and to send the co-contracting party any information that could justify the breaches. Unilateral termination rights can then only take place in the event there is no successful mediation dialogue between the parties.

b. Termination for any other reason - Both parties expressly reserve the right to unilaterally terminate this agreement for any other duly justified reason. The most diligent party notifies the other party of its decision by registered letter with acknowledgment of receipt, subject to a six-months' notice period before the end of the current academic year. The termination takes effect at the end of this academic year. As

a consequence of a unilateral decision to terminate, the non-breaching party is not entitled to claim any compensation.

13. GOVERNING LAW

Any claim or dispute arising out of or in connection with this agreement shall be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country where the defendant institution is located.

Pursuant to Article 46 EU GDPR "Transfers subject to appropriate safeguards", data transfer will only be possible after having concluded a transfer agreement on personal data between the two universities according to the standard contractual clauses for data transfers adopted by the European Commission.

14. EQUAL OPPORTUNITY

Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of ethnicity, age, religion, nationality or sexual orientation. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

Two signed copies of the present agreement will be provided in English.

~

The University of Tours

Pondicherry University

The President

The Registrar

Prof. Arnaud GIACOMETTI

Dr. Amaresh SAMANTARAYA

For Approval

The Vice-President
in charge of International Affairs

The Dean
(International Relations)

Dr. Colombine MADELAINE

Dr. Raju SUBRAMANYAM

*Approved by UT Administration Board
on*

The Coordinator

Prof. NALINI J. THAMPI



**AGREEMENT FOR EXCHANGE OF
STUDENTS**



between

**The University of Tours
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and

**Vellore Institute of Technology
India**

Considering the Articles D123-15 to D123-22 from the French Law of Education and the Bill °2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the Legislation in force in India and in the State of Tamil Nadu,

Considering the Provisions under section 3 of the UGC Act 1956, India.

BETWEEN

The University of Tours (hereafter referred to as UT), represented by its President, Prof. Arnaud Giacometti, on the one hand,

AND

The Vellore Institute of Technology (hereafter referred to as VIT), represented by its Chancellor, Dr. G. Viswanathan, on the other hand,

The following has been agreed:

1. PURPOSE

Being aware that the quality of their teaching is strengthened by the establishment of international cooperation links, the Vellore Institute of Technology and the University of Tours wish to enter exchanges, with a

view to their mutual enrichment on the scientific, academic and cultural levels.

The general objective of this Agreement is long-term educational collaboration in fields which are compatible with the orientation of each university, and which are relevant to the industrial, scientific, social and cultural interests and needs of the countries wherein the parties are respectively located.

The focus will be a collaboration between:

- **VIT** : All Faculties
- **UT**: All Faculties with the exception of the Faculty of Medicine.

This cooperation may be amended by mutual agreement between the Parties.

2. ADMINISTRATION OF THE AGREEMENT AND MANNER OF IMPLEMENTATION

The programme will be administered by:

- Director, International Relations Office (IRO) - UT
- Director - International Relations – VIT

They will ensure that the study proceeds according to a reasonable schematic plan and ensure that the terms of this exchange program are carried out.

Both institutions agree to keep in regular contact through their respective **international offices** and to report progress or other specific information as requested.

3. STUDY LEVELS

Students concerned by the present agreement are:

- undergraduate (Licence) students
- and/or graduate (Master) students (postgraduate at VIT)

To be considered for acceptance by the host University, a student must fulfil the following conditions:

- Students from Tours must be registered at UT in an undergraduate or graduate program and will have completed one year of study in their home university. During the selection, a special attention will be given

to the students registered at Polytech and at the Faculty of Science and Technology.

- Students from Vellore must be registered at VIT in an undergraduate or graduate program and will have completed one year of study in their home university.
- Students must have obtained overall satisfactory results as determined by the home university.

4. GENERAL CONDITIONS OF THE EXCHANGE.

It is anticipated that each year an approximately equal number of students from each university will participate in the exchange. The number of students to be admitted to the program each year will be up to 4 students at each university. 8 students accepted for one semester are deemed to be the equivalent of 1 student per year for the purposes of calculating the total number of students eligible for exchange that year. Exchanges may include study abroad programs or internship programs.

Each partner will endeavour to match the yearly number of outgoing and incoming exchange students. Should the exchange be unbalanced in number over a given year, the balance will be restored accordingly over the five-year validity period of agreement.

A learning agreement or internship agreement will be prepared and signed by both parties and the student before leaving the home university.

5. STUDENT ADMISSION AND FOLLOW-UP

- a. Each university will select the students for the exchange from its own institution according to published criteria and procedures.
- b. Each university will present the applications of the selected students to the partner university who will be asked to approve the candidates and the study programs of the candidates.
- c. Each university will accept the admission requirements and registration procedure of the host university. The candidates will accept the rules, regulations and registration procedure of the host university in the matter of course choice.
- d. Students will be informed of their acceptance no later than 15 May of each year for the first semester (beginning in September) or the

15 November for second semester exchanges (beginning in January). They must confirm their intention to accept or reject the offer by 15 June or 30 November.

- e. If an accepted candidate declines, the universities may offer the place to an alternate candidate.
- f. The host institution undertakes to establish the appropriate admission certificate with the student's name enabling him/her to enter the host country as an exchange student
- g. Students from both universities must have their course selections approved by their home department and appropriate academic authorities, in order to obtain transfer of credit towards their degrees.
- h. The host institution will not require students to take courses beyond those agreed above.
- i. Each university will provide the other with transcript records of the student's results. The home university will give credits for all or part of the courses followed by the student in the host university according to his/her results.

6. STUDENT REGISTRATION

- a. Students from both universities will register in their university of origin.
- b. Students will pay registration fees at their home university.
- c. Exchange students will not be charged tuition fees by the host institution but may be required to pay certain ancillary fees as specified by each institution. They will be responsible for their own travel and subsistence expenses.

7. LANGUAGE REQUIREMENTS

Courses at VIT are taught mainly in English. The list of courses available for exchange students can be found on: <https://vit.ac.in/internationalrelations/itp>

Courses at UT are taught in French and/or English. The list of courses available for exchange students can be found on: <http://cces.univ-tours.fr/> or <http://polytech.univ-tours.fr/international/exchange-program>

Students will be required to meet the language proficiency requirements of the Host University.

To meet admission conditions at VIT, UT students should provide sufficient proof of English language proficiency as certified by the home university, for study abroad programs or internship programs.

To meet admission conditions in UT, Vel Tech students should provide sufficient proof of French language proficiency. For exchange programs in French, students of the European Common Frame of Reference, and based on:

- Level 3 TCF: TCF B2 (399 points minimum)
- Or give proof of sufficient language proficiency, as certified by the home university.

In addition to meeting admission conditions at UT, non-French speaking students who come to UT for courses delivered in English, a supervised project, or an internship in English in an Engineering or Science program are not subject to French proficiency requirements.

8. RIGHTS AND OBLIGATIONS OF PARTICIPANTS

All students participating in this exchange program:

- a. must be full-time students at the host university in program of studies or participate to an internship. Their internship or studies program must also be validated by the home university;
- b. must abide by the rules and regulations of the host university, including compliance with all laws of the host country. Violation of these laws shall subject the student to immediate expulsion;
- c. are responsible for obtaining any necessary visa and otherwise complying with all immigration laws and regulations in the host country;
- d. must have access to university restaurants at the same rates as those applied to students from the host university. The host university will assist students to find other living accommodations and to become integrated into their new social environment, but such assistance shall not include financial assistance;

- e. must warn the International Office in the home university and in the host university, as well as the staff responsible for the exchange, in the event of any problem, early departure or any modification of the terms of the exchange or in his/her learning agreement.

9. INSURANCE

All exchange students:

- a. must have adequate insurance coverage against risks sustained when living abroad;
- b. are required to take, at their own expense, suitable health insurance which covers and provides health care, hospital fees and repatriation, providing adequate proof of this to the host university. Medical insurance can be provided by the host university. If such insurance is not taken out, the student must provide proof to the host university that he/she has equivalent medical coverage. The student agrees that the host university is not responsible for any personal injury, loss or damage suffered by the exchange participant in case of medical emergency or force majeure.

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receipt. The termination will be effective six months after sending this letter, postmark date and stamp used as proof. The breaching party is not entitled to claim any compensation.

Prior to exercising discretion, the party using its unilateral termination power must seek redress, in an adversarial procedure, after providing a formal notice from the co-contracting party, within a period determined by this party, asking to act as soon as possible to remedy the situation and to send the co-contracting party any information that could justify the breaches. Unilateral termination rights can then only take place in the event there is no successful mediation dialogue between the parties.

b. Termination for any other reason - Both parties expressly reserve the right to unilaterally terminate this agreement for any other duly justified reason. The most diligent party notifies the other party of its decision by registered letter with acknowledgment of receipt, subject to a six-months' notice period before the end of the current academic year. The termination takes effect at the end of this academic year. As a consequence of a unilateral decision to terminate, the non-breaching party is not entitled to claim any compensation.

13. GOVERNING LAW

Any claim or dispute arising out of or in connection with this agreement shall be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country where the defendant institution is located.

Pursuant to Article 46 EU GDPR "Transfers subject to appropriate safeguards", data transfer will only be possible after having concluded a transfer agreement on personal data between the two universities according to the standard contractual clauses for data transfers adopted by the European Commission.

12. EQUAL OPPORTUNITY

Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of ethnicity, age, religion, nationality or sexual orientation. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

Two signed copies of the present agreement will be provided in English.

~

The University of Tours

The Vellore Institute of
Technology

The President

The Chancellor

Arnaud GIACOMETTI

Dr. G. VISWANATHAN

*Approved by UT Administration Board
on*



RENOUVELLEMENT DU PROTOCOLE D'ÉCHANGE
D'ÉTUDIANTES ET D'ÉTUDIANTS
-PROFIL INTERNATIONAL-

ENTRE

L'UNIVERSITÉ LAVAL (QUÉBEC, CANADA)
FACULTÉ D'AMÉNAGEMENT, D'ARCHITECTURE, D'ARTS ET DESIGN (FAAAD)

ET

L'UNIVERSITÉ DE TOURS (FRANCE)
DÉPARTEMENT GENIE DE L'AMÉNAGEMENT ET DE L'ENVIRONNEMENT (EPU GAE) DE L'ÉCOLE POLYTECHNIQUE
(POLYTECH TOURS)

Considérant les résultats très positifs découlant du protocole d'échange d'étudiants entre l'Université de Tours et son École d'Ingénieurs - Polytech Tours - et l'Université Laval et sa FAAAD - École supérieure d'aménagement du territoire et de développement régional (ÉSAD);

Considérant la volonté des autorités des deux établissements de poursuivre et de développer, au moyen de leurs ressources d'enseignement et de recherche, la collaboration entre les deux établissements;

Considérant l'accord-cadre entre l'université de Tours et l'Université Laval,

Considérant l'intérêt général d'encourager une telle collaboration internationale sur une base d'égalité et d'assistance mutuelle;

l'Université Laval, d'une part, et l'Université de Tours, d'autre part, conviennent de ce qui suit :

1. le protocole d'échange d'étudiants entre l'Université Laval et l'Université de Tours, signé le 5 novembre 2008, renouvelé le 15 septembre 2014, est prolongé pour une période de cinq ans complémentaires à partir de la date de la signature du présent document;
2. l'annexe A est mise à jour en fonction des ajustements de programmes de part et d'autres;
3. toutes les autres conditions du protocole signé antérieurement demeurent inchangées, telles que la durée de 5 ans, et les 3 places par année.

Pour l'Université de Tours

Arnaud Giacometti
Président

Texte approuvé en Conseil d'Administration
du _____

Pour visa

Emmanuel Neron
Directeur
Polytech Tours
Date :

Pour l'Université Laval

Alain Rochon
Doyen
FAAAD

Johanne Brochu
Directrice
Maîtrise ATDR
Date :

ANNEXE A

LISTE DES COURS

Les étudiants de l'Université de Tours choisissent le nombre de cours requis parmi ceux mentionnés dans la liste ci-dessous :

UNIVERSITÉ LAVAL

Maîtrise en ATDR - aménagement du territoire et développement régional

NO DU COURS	TITRE DU COURS	CR
	<p>Tous les cours du programme mentionné ci-dessus de la Maîtrise en ATDR de l'Université Laval sont ouverts aux étudiants de <i>Polytech Tours</i> selon la disponibilité à l'horaire et sous réserve de leur approbation par la direction de programme au moment de l'échange.</p> <p>La liste des cours complète du programme est disponible à l'adresse suivante : https://www.ulaval.ca/etudes/programmes/maitrise-en-amenagement-du-territoire-et-developpement-regional</p>	

CR = Nombre de crédits

LISTE DE COURS DISPONIBLES ET SUJET À APPROBATION AU MOMENT DE L'ÉCHANGE :

Règle 1 - 9 crédits parmi:

[AME-6611](#) [Essai-projet](#) 9

OU

[AME-6601](#) [Essai-laboratoire d'aménagement et de développement I](#) 3

[AME-6602](#) [Essai-laboratoire d'aménagement et de développement II](#) 6

Règle 2 - 27 à 36 crédits parmi:

[AME-6004](#) [Aspects juridiques de l'aménagement](#) 3

[AME-6006](#) [Séminaire : les transports, l'environnement et la sécurité](#) 3

[AME-6014](#) [Stage](#) 3

[AME-6025](#) [Agir sur la ville : planification et revitalisation](#) 3

[AME-6043](#) [Gestion écologique des espèces envahissantes](#) 3

[AME-6045](#) [Cadre institutionnel québécois de l'aménagement](#) 3

[AME-6046](#) [Morphologies urbaines et interventions sur la ville](#) 3

[AME-6053](#) [Eau et territoire](#) 3

[AME-6055](#) [Aménagement, développement et société](#) 3

[AME-6058](#) [Santé publique en aménagement du territoire](#) 3

[AME-6059](#) [Mise en œuvre de modes de transport durables](#) 3

[AME-6060](#) [Développement territorial : diagnostic, gouvernance, pratiques](#) 3

[AME-6062](#) [Sécurité civile et aménagement du territoire](#) 3

[AME-6063](#) [Villes en reconstruction](#) 3

[AME-6064](#) [Acteurs, participation publique et aménagement du territoire](#) 3

[AME-6065](#) [Outils économiques du développement régional et local](#) 3

[AME-6066](#) [La notion de projet en urbanisme : promesses et défis de la pratique québécoise](#) 3

[AME-6501](#) [Transport et dynamiques territoriales](#) 3

[AME-6502](#) [Transports des personnes : aspects organisationnels, environnementaux et économiques](#) 3

AME-7067	Stratégies de revitalisation des quartiers anciens	3
AME-7101	Modélisation du territoire et SIG	3
ARC-7033	Design urbain : concepts et méthodes	3

Il est possible de suivre jusqu'à 15 crédits de cours hors programme dans cette règle. Une liste de cours pré-approuvés par la direction de programme est disponible sur demande au conseiller à la gestion des études. Pour suivre un cours qui n'apparaît pas sur cette liste, il faut obtenir l'autorisation du directeur de programme.

Règle 3 - 0 à 9 crédits parmi:

AME-6052	Recherche dirigée	6
AME-7000	Sujets spéciaux (aménagement)	3
AME-7001	Sujets spéciaux (environnement)	3
AME-7002	Sujets spéciaux (urbanisme)	3
AME-7003	Sujets spéciaux (développement régional)	3
AME-7004	Sujets spéciaux (transport)	3
AME-7005	Sujets spéciaux (méthodes quantitatives)	3

Notes :

1. À l'Université Laval, un cours de **3 crédits** correspond à **9 heures d'études par semaine** incluant **3 heures** de **cours magistral** (selon les cours, les 6 autres heures sont réparties en travaux pratiques, travaux dirigés et travail personnel) ; un étudiant possède le statut **d'étudiant à temps plein** (en regard du Règlement des études de l'institution) lorsqu'il est inscrit à un minimum de **12 crédits** (soit 4 cours) ;
2. À l'Université Laval, chaque session de cours d'**automne** et d'**hiver** est d'une durée de **15 semaines** ;
3. Les cours de la session d'**automne** débutent au 1^{er} septembre et se terminent à la veille de Noël (21, 22 ou 23 selon les années) ;
4. Les cours de la session d'**hiver** débutent durant la 1^{ière} semaine de janvier et se terminent à la fin du mois d'avril ;
5. D'autres cours non contingentés dans d'autres disciplines sont accessibles aux étudiants de **Polytech Tours** (mathématiques, ingénierie, administration, management, langues, droit, gestion, etc.) ; l'analyse se fera au cas par cas par les responsables pédagogiques de chacun de nos deux établissements respectifs.

SUITE - ANNEXE A

LISTE DES COURS

Les étudiants de l'Université Laval choisissent le nombre de cours requis parmi ceux mentionnés dans la liste ci-dessous :

L'UNIVERSITÉ DE TOURS – POLYTECH TOURS – DEPARTEMENT GENIE DE L'AMENAGEMENT ET DE L'ENVIRONNEMENT (EPU GAE)

Cursus Ingénieur Polytech GAE et Master MR-PS (Research Master Planning and Sustainability)

NO DU COURS	TITRE DU COURS	CR
	<p>Tous les cours des programmes mentionnés ci-dessus du Cursus Ingénieur Polytech GAE et du Master MR-PS (Research Master Planning and Sustainability) de l'Université de Tours sont ouverts aux étudiants de l'Université Laval selon la disponibilité à l'horaire et sous réserve de leur approbation par la direction du programme au moment de l'échange.</p> <p>Les listes de cours complètes des cursus Ingénieur Polytech GAE et Master M2R-PS sont disponibles à l'adresse suivante : https://polytech.univ-tours.fr/version-francaise/navigation/cycle-ingenieur/genie-de-lamenagement-et-de-lenvironnement</p>	

LISTE COURS CURSUS INGENIEUR POLYTECH GAE

Semestre 1 (septembre - janvier) :

E3A5DRE4 - UE51 Droit de l'environnement	3^e année	24h CM, 24h TD, 3 ECTS
E3A5POL4 - UE51 Usages de l'eau et prévention des inondations		24h CM, 24h TD, 3 ECTS
E3A5UE24 - UE52 Écologie et biodiversité		24h CM, 18h TD, 6h TP, 4 ECTS
E3A5SOC4 - UE53 Socle informatique		24h CM, 24h TD, 3 ECTS
E3A5STA4 - UE53 Statistiques		24h CM, 24h TD, 3 ECTS
E3A5GED4 - UE54 DAO et cartographie		24h CM, 24h TD, 3 ECTS
E3A5PUU4 - UE54 Projet urbain et théorie de l'urbanisme		48h TD, 5 ECTS

E4A7UE24 - UE71 Théorie et pratique du projet	4^e année	24h CM, 24h TD, 4 ECTS
E4A7UE44 - UE72 Hydrologie et hydraulique		48h TD, 4 ECTS
E4A7GEF4 - IMA71 Qualité des eaux		24h CM, 24h TD, 12h TP, 4 ECTS
E4A7HYD4 - IMA71 Transport solide fluvial		24h CM, 12h TD, 12h TP, 3 ECTS
E4A7IM24 - IMA72 Biodiversité aquatique 1		24h CM, 24h TP, 4 ECTS
E4A7ENQ4 - IMA73.1 Enquêtes		14h TD, 1 ECTS
E4A7DIA4 - IMA73.2 Diagnostic		24h CM, 14h TD, 12h TP, 3 ECTS
E4A7PRA4 - IMA73.3 Propositions d'aménagement		20h TD, 1 ECTS
UIT71 Urbanisme et Ingénierie Territoriale (UIT) E4A7ADA4 - « ingénierie territoriale international ITI » OU E4A7ITI4 - « écologie appliquée aux territoires ADAGE » OU		48h TD, 4 ECTS

E4A7RES4 - « énergétique urbaine RESEAU »		
EA47ECO4 - UIT72 Habitat et foncier		24h CM, 24h TD, 3 ECTS
E4A7EEE4 - UIT72 Stratégie de développement territorial		24h CM, 24h TD, 3 ECTS
E4A7PGE4 - UIT73 Pédologie et géologie environnementale		24h CM, 24h TD, 3 ECTS
E4A7TRA4 - UIT73 Systèmes de transport		24h CM, 24h TD, 3 ECTS

E5A9UU14 - UE90 Projet de fin d'études (PFE) – mémoire recherche		12h TP, 84h Projet, 6 ECTS
E5A9BAT4 - IMA91 Bathymétrie, mesures embarquées	5^e année	4h TD, 44h TP, 3 ECTS
E5A9ICE4 - IMA91 Ingénierie des cours d'eau		24h CM, 16h TD, 8h TP, 4 ECTS
E5A9HZI4 - IMA91 Ingénierie des zones humides		24h CM, 24h TD, 3 ECTS
E5A9IM74 - IMA92 Fleuves d'Europe		48h TD, 4 ECTS
E5A9IM84 - IMA93 Ingénierie de la restauration des milieux aquatiques		24h CM, 24h TD, 4 ECTS
E5A9UT64 - UIT91 Culture et théorie du projet		24h CM, 24h TD, 4 ECTS
UIT092 ATELIER d'application (de 5 ^e année) : E5A9ITI4 - « ingénierie territoriale internationale » OU E5A9ADA4 - « aménagement durable et génie écologique » OU E5A9RES4 - « réseau »		144h TD, 10 ECTS
E5A9UI84 - UIT93 Problématiques urbaines contemporaines		48h TD, 4 ECTS

Semestre 2 (janvier - juin) :

E3A6MAT4 - UE61 Mathématiques	3^e année	48h TD, 3 ECTS
E3A6BDD4 - UE61 Bases de données		24h TD, 1 ECTS
E3A6GEO4 - UE61 Géomatique		24h TD, 1 ECTS
E3A6DRU4 - UE62 Droit de l'urbanisme		24h CM, 2 ECTS
E3A6SEH4 - UE62 Sociologie urbaine		24h CM, 24h TD, 3 ECTS
E3A6USE4 - UE62 Écologie des milieux aquatiques		24h CM, 2 ECTS
E3A6OFA4 - UE63 Approches et études en écologie aquatique OU		24h TD, 1 ECTS
E3A6RCE4 - UE63 Représentation et composition de l'espace		24h TD, 1 ECTS
E3A6FUR4 - UE64 Lab'fluvial OU Lab'rural OU Lab'urbain		48h TD, 1 ECTS
E3A6PIN4 - UE64 Méthodologie du projet individuel		24h TD, 120h Projet, 7 ECTS

E4A8UE34 - UE80 Méthodologie de la recherche scientifique	4^e année	24h TD, 2 ECTS
E4A8DRO4 - IMA81 Droit de l'eau		24h CM, 24h TD, 3 ECTS
E4A8BII4 - IMA81 Biodiversité aquatique 2		6h CM, 28h TD, 14h TP, 3 ECTS
E4A8IGR4 - IMA82 Restauration des milieux aquatiques		24h CM, 24h TD, 4 ECTS
E4A8DIA4 - IMA82 Chantier école 2		24h CM, 48h TD, 4 ECTS
E4A8HAF4 - UIT81 Économie de l'aménagement		24h CM, 24h TD, 3 ECTS
E4A8GEO4 - UIT81 Géographie des espaces habités		24h CM, 24h TD, 3 ECTS

UIT82 ATELIER d'application (de 4 ^e année) : E4A8ITI4 - « ingénierie territoriale internationale » OU E4A8ADA4 - « aménagement durable et génie écologique » OU E4A8RES4 - « réseau »		120h TD, 8 ECTS
E4A8UE24 - UE82 Stage (individuel ou groupe) en milieu professionnel		12 semaines minimum, 11 ECTS
E5A0UE34 - UE83 Stage de fin d'études en milieu professionnel (SFE)	5^e année	16 semaines minimum, 30 ECTS

1. UE : cours du tronc commun / IMA : cours de la filière « Ingénierie des Milieux Aquatiques » / UIT : cours de la filière « Urbanisme et Ingénierie Territoriale » / CM : Cours magistraux / TD : Travaux dirigés / TP : Travaux pratiques / SFE : Stage de fin d'études / ITI : Ingénierie Territoriale Internationale / ADAGE : Aménagement DurAble et Génie Écologique / RESEAU : REseaux et Systèmes de l'Environnement et des Aménagement Urbains

Notes :

- À l'Université de Tours, 2 crédits ECTS correspond à 1 crédit UL - un étudiant possède le statut d'étudiant à temps plein (en regard du Règlement des études de l'institution) lorsqu'il est inscrit à un minimum de 24 ECTS ;
- À Polytech Tours, l'année se compose de 2 semestres, le 1er s'étale de septembre à décembre et le 2ème de janvier à mai et est d'une durée totale de 14 semaines ;
- Le diplôme d'ingénieur émis par Tours confère le grade de master.
- **Pour les descriptifs des différents cours ci-dessus, suivre le lien : <https://polytech.univ-tours.fr/version-francaise/documentation> (Livret Spécialité Génie de l'Aménagement et de l'Environnement)**

LISTE COURS CURSUS "MASTER'S PLANNING AND SUSTAINABILITY (M2-PS)" POLYTECH GAE

Semestre 1 (septembre - janvier) :

TU11 - Group research project: Sustainable Urban Development	55h, 10 ECTS
TU12 - Eco-city development models	30h, 6 ECTS
TU13 - Research methods	20h, 4 ECTS

Les enseignements TU11, TU12 et TU13 se déroulent en anglais.

CONVENTION DE COOPÉRATION

INTERUNIVERSITAIRE

ENTRE

L'UNIVERSITÉ DU QUÉBEC À CHICOUTIMI (CANADA)

ET

L'UNIVERSITÉ DE TOURS (FRANCE)

CONVENTION DE COOPÉRATION INTERUNIVERSITAIRE

ENTRE

L'UNIVERSITÉ DU QUÉBEC À CHICOUTIMI, personne morale de droit public légalement constituée aux termes de la Loi sur l'Université du Québec (RLRQ, chapitre U-1), ayant le siège de ses affaires au 555, boulevard de l'Université, Saguenay, arrondissement de Chicoutimi, (Québec), G7H 2B1, agissant et ici représentée par monsieur Ghislain SAMSON, recteur, et madame Guylaine BOIVIN, directrice du Bureau de l'international, dûment autorisés aux fins des présentes, tel qu'ils le déclarent,

ci-après appelée : « **UQAC** »

ET

L'UNIVERSITÉ DE TOURS établissement public à caractère scientifique, culturel et professionnel, ayant son siège au 60 rue du Plat d'Étain, 37020 Tours Cedex 1, France, agissant et ici représentée par monsieur Arnaud GIACOMETTI, président, dûment autorisé aux fins des présentes, tel qu'il le déclare,

ci-après appelée : « **UT** »

DÉCLARATIONS PRÉALABLES :

L'Université du Québec à Chicoutimi et l'UT déclarent qu'elles sont des établissements d'enseignement et de recherche universitaires et qu'elles ont une personnalité juridique propre leur permettant de signer des accords de coopération avec des établissements étrangers.

- CONSIDÉRANT la volonté des deux établissements de promouvoir les échanges d'idées, de connaissances et d'expériences scientifiques et technologiques ;
- CONSIDÉRANT les articles D123-15 à D123-22 du Code de l'Éducation et le Décret n° 2015-668 du 15 juin 2015 relatif à la coopération internationale des établissements publics d'enseignement supérieur placés sous l'autorité des ministères français compétents,
- CONSIDÉRANT les objectifs communs de coopération partagés par les deux établissements qui s'appuient sur la réciprocité et la complémentarité ;
- CONSIDÉRANT que l'UQAC et l'UT estiment qu'il est de leur intérêt mutuel de favoriser, dans les limites de leurs ressources, les échanges de professeurs et d'étudiants.

LES PARTIES CONVIENNENT DE CE QUI SUIT :

DISPOSITIONS GÉNÉRALES

Article 1 : Objectifs

La coopération entre les établissements contractants a principalement pour objet :

- la réalisation de programmes de recherche et/ou d'enseignement en commun;
- les échanges de personnel (enseignants-chercheurs, chercheurs, postdoctoraux, personnel technique ou administratif);
- les échanges d'étudiants;
- de manière générale, l'organisation de tout autre type de collaboration qui pourrait se révéler utile à la réalisation de ces objectifs.

La collaboration concernera :

- L'ensemble des composantes de l'UT, à l'exception de sa Faculté de Médecine
- L'ensemble des composantes de l'UQAC

Article 2 : Dispositions relatives aux échanges de personnel

- Les établissements s'engagent, dans la mesure de leur capacité financière, à faciliter l'accueil et le séjour du personnel concerné. Les conditions et les modalités des échanges seront déterminées par les établissements contractants par des ententes particulières, le cas échéant.
- Les personnes participant à un échange s'engagent à effectuer les formalités administratives en vigueur avant leur arrivée dans le pays d'accueil (visa, assurances, ...). Elles devront se conformer à la réglementation des deux établissements.

DISPOSITIONS PARTICULIÈRES À LA MISE EN PLACE DE PROGRAMMES DE RECHERCHE EN COMMUN

Article 3 : Activités

Les établissements contractants encouragent :

- la réalisation de programmes de recherche et l'échange de toutes informations concernant les résultats obtenus;
- les échanges d'enseignants-chercheurs, de chercheurs, de personnel technique ou administratif;
- la mobilité de doctorants et postdoctorants;
- l'organisation de rencontres périodiques sur les recherches en cours;
- la promotion de séminaires et colloques sur les thèmes de recherche correspondants.

Article 4 : Exploitation des résultats

- La publication des travaux menés en commun et leurs résultats est libre et gratuite pour les deux parties. Elle ne peut être réalisée qu'en préservant les droits de leur auteur et des parties dans le respect du droit spécifique à chacun des deux pays en matière de publication et de protection intellectuelle.
- Sauf dispositions contraires convenues, les parties s'engagent à respecter la plus grande confidentialité dès lors que les travaux sont présentés comme tels. En particulier, la transmission à des tiers de résultats et/ou d'information n'ayant pas encore fait l'objet de publications ne peut se faire qu'avec un accord écrit réciproque des représentants légaux des deux parties.

DISPOSITIONS PARTICULIÈRES AUX ÉCHANGES D'ÉTUDIANTS

Article 5 : Conditions de participation des étudiants

- Avoir fait, de préférence, l'équivalent d'au moins une année d'études à temps plein en Licence/Baccalauréat ou en Master/Maitrise dans le programme auquel il est inscrit dans l'établissement d'attache, et demeurer inscrit à ce même programme pendant son séjour dans l'établissement d'accueil.
- Posséder un excellent dossier académique.

- Maîtriser suffisamment la langue du pays de l'établissement d'accueil, auquel cas, il devra démontrer une capacité fonctionnelle ou l'acquérir préalablement, sauf si le programme auquel il est inscrit porte, entre autres, sur l'étude de la langue. Pour les programmes de 1^{er} cycle, l'UQAC exige un score de 605 au Test de Français international (TFI), équivalent au niveau B2 selon le cadre européen commun de référence pour les langues. Quelques tests équivalents seront également acceptés. Les étudiants de l'UQAC venant en échange à l'UT devront donner la preuve d'une compétence linguistique suffisante (équivalent B2 en français ou en anglais) au moment de leur candidature, certifiée par l'institution d'origine.
- Répondre aux exigences particulières imposées par l'établissement d'attache et par l'établissement d'accueil.
- Se conformer à la réglementation de l'établissement d'accueil, à son fonctionnement et à sa culture.
- Acquitter les frais divers exigés par l'établissement d'accueil, entre autres les frais administratifs, au plus tard à son arrivée à l'établissement d'accueil.
- Assumer les frais de transport et de séjour (logement et nourriture) pour lui-même.
- Se conformer en tout temps aux lois et réglementations du pays d'accueil (entre autres : permis de séjour, visa, couverture d'assurance-maladie, le certificat d'acceptation du Québec, etc.).
- Informer l'établissement d'attache qui en informera l'établissement d'accueil de tout problème de santé, de maladie ou de handicap qui nécessitent des services, un support et/ ou des installations en sus de ceux déjà offerts et ce, afin de vérifier s'il est possible d'assurer que la structure et le soutien soient disponibles; l'établissement d'accueil ne peut garantir qu'il sera en mesure d'offrir des services, un support et/ou des installations en sus de ceux déjà offerts;
- L'établissement d'accueil aura le droit d'exclure un étudiant pour cause de non-conformité à sa réglementation, à son fonctionnement ou pour mauvaise conduite. Dans un tel cas, les établissements participants devront avoir tenté, préalablement à l'exclusion, de régler le différend et avoir fourni à l'étudiant l'occasion de se faire entendre.

L'étudiant ainsi exclu de l'établissement d'accueil devra retourner immédiatement à son établissement d'attache et n'aura droit à aucune indemnité, compensation ou remboursement de quelques frais que ce soit.

Article 6 : Programmes d'échange sans délivrance de diplôme dans l'établissement d'accueil

- Les établissements contractants conviennent de favoriser la mobilité des étudiants pour de courtes périodes afin de suivre des enseignements. Les étudiants s'engagent à étudier à temps plein à l'établissement d'accueil pendant au moins un trimestre/semestre et au plus deux trimestres/semestres.
- L'étudiant suivra les cours/travaux à l'établissement d'accueil en vue d'obtenir le diplôme de l'établissement d'origine.
- Les cours à l'UT seront dispensés en langue française et/ou en anglais. La liste des cours et projet supervisés à destination des étudiants d'échange est disponible sur le lien suivant : <https://cces.univ-tours.fr/Accueil.php> ou <https://polytech.univ-tours.fr/>
- Le flux d'étudiants échangés vise la réciprocité entre les deux établissements.
- Les étudiants bénéficiaires de ces échanges sont inscrits dans leur établissement d'origine et y acquittent leurs droits d'inscription. Ils sont alors inscrits à l'établissement d'accueil sans avoir à y régler de droits d'inscription.

- Sur demande et à la réception de la liste des noms, prénoms et dates de naissance des étudiants identifiés par l'établissement d'attache, l'établissement d'accueil s'engage à lui transmettre l'ensemble des relevés de notes officiels par courriel. Aucun diplôme de l'établissement d'accueil ne sera délivré.

Article 7 : Programmes d'échange avec délivrance de diplôme dans l'établissement d'accueil

- Les deux parties conviennent qu'elles devront, pour les cas de programmes d'échange avec délivrance de diplôme à l'Établissement d'accueil, établir des ententes complémentaires afin de spécifier, notamment, les disciplines d'échanges concernées et les noms et adresses des entités impliquées. Les parties s'engagent à respecter ces ententes particulières et le cas échéant, à recourir aux modalités de règlement des litiges prévues à l'article 10.
- Des projets de doubles diplômes pourront être étudiés. Dans ce cas, des modalités spécifiques seront établies dans l'entente complémentaire.
- Les étudiants sélectionnés conjointement par l'établissement d'origine et l'établissement d'accueil suivront les cours/travaux à l'établissement d'accueil en vue d'obtenir le diplôme de l'établissement d'accueil.
- Le flux d'étudiants échangés vise la réciprocité entre les deux établissements.
- Les étudiants bénéficiaires de ces échanges seront inscrits à l'établissement d'accueil où ils devront acquitter des droits d'inscription. L'accord franco-qubécois s'adresse aux étudiants français et québécois et s'applique sur le sujet.
- Le registraire de chaque établissement participant s'engage à fournir à son vis-à-vis les dossiers complets des étudiants au plus tard soixante (60) jours avant le début du trimestre/semestre universitaire.
- Sur demande et à la réception de la liste des noms, prénoms et dates de naissance des étudiants identifiés par l'établissement d'attache, l'établissement d'accueil s'engage à lui transmettre l'ensemble des relevés de notes officiels par courriel.

MODALITÉS DE FINANCEMENT

Article 8 :

- En vue d'atteindre les objectifs définis ci-dessus, les établissements contractants s'engagent à mener les actions prévues selon les moyens dont elles disposent et conformément à la réglementation en vigueur dans chaque pays.
- Les établissements contractants déterminent d'un commun accord, les modalités, les procédures et les financements adéquats qui sont négociés et déterminés périodiquement.
- Les financements nécessaires à la réalisation des actions définies seront sollicités dans le cadre des programmes mis en œuvre par les différents organismes nationaux et internationaux (ministères, ambassades, commission européenne, organisations internationales, collectivités territoriales, ...).
- Le personnel participant à ces programmes est rémunéré par leur établissement d'origine, ou pris en charge par un financement extérieur quand cela est possible.
- Chaque institution doit veiller à ce que le personnel et les étudiants disposent des ressources suffisantes pour couvrir les frais de séjour et de voyage dans le pays d'accueil.

- Chaque institution doit également s'assurer, que les personnes échangées disposent d'une couverture sociale appropriée (maladie, accident, responsabilité civile).
- Pour les échanges d'étudiants, les frais de voyage, d'hébergement, de restauration et d'argent de poche restent à la charge des étudiants. Néanmoins, les établissements permettront aux étudiants de bénéficier des services universitaires (restauration, bibliothèque, ...).

AUTRES DISPOSITIONS

Article 9 :

- La présente convention est rédigée en langue française. Elle devra être approuvée par les autorités compétentes des deux institutions. Elle entre en vigueur à la date de signature des représentants autorisés des deux établissements.
- Elle est conclue pour une durée de cinq (5) ans à l'issue de laquelle elle sera revue et prolongée par échange de lettre dûment signée par les représentants autorisés des deux établissements.
- Un bilan des échanges et des travaux de recherche sera rédigé régulièrement par les personnes mettant en place la coopération ou leurs remplaçants.
- La révision du présent accord peut être demandée à tout moment par chacune des établissements contractants et est effectuée par accord conjoint de ces établissements. Le cas échéant, les changements doivent être consignés dans un avenant validé puis signé par les représentants légaux des deux établissements.
- Toute partie désirant y mettre fin avant terme, doit donner à l'autre partie un préavis écrit de six (6) mois. Toutefois, en cas de résiliation, les parties s'engagent à maintenir les droits acquis des étudiants déjà inscrits dans l'établissement d'accueil, sous réserve des dispositions prévues aux ententes complémentaires.
- Les parties conviennent qu'ils n'utiliseront pas le nom, le logo ou d'autres identifiants dans tout document, publication ou promotion sans l'autorisation écrite de l'autre partie.

Article 10

En cas de conflits issus de la présente Entente, résultant notamment d'une difficulté d'interprétation, d'application ou d'exécution, les parties s'efforceront de trouver un accord à l'amiable, par voie de conciliation directe. Elles pourront décider d'avoir recours à la conciliation juridique/arbitrage dans le pays de l'institution défenderesse afin de parvenir à un accord. D'un commun accord et dans les cinq (5) jours ouvrables de l'avis, les parties choisiront un arbitre unique et, à défaut de se faire, les parties nommeront chacune un arbitre, étant entendu que le seul mandat de ces deux arbitres est d'identifier un arbitre unique.

Article 11

Il est entendu par « données à caractère personnel » toute information se rapportant à une personne physique identifiée ou identifiable. Est réputée être une « personne physique identifiable » une personne physique qui peut être identifiée, directement ou indirectement, notamment par référence à un identifiant, tel qu'un nom, un numéro d'identification, des données de localisation, un identifiant en ligne, ou à un ou plusieurs éléments spécifiques propres à son identité physique, physiologique, génétique, psychique, économique, culturelle ou sociale.

L'UT doit traiter les données personnelles conformément à la loi nationale qui lui est applicable et à la réglementation européenne sur la protection des données (*RGPD – Réglementation du 27 avril 2016 – UE, 2016/679*). L'UQAC doit traiter les données personnelles conformément à *la Loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels, RLRQ*, c. A-2.1, qui est une loi d'ordre public qui lui est applicable et à laquelle elle ne peut déroger.

Ainsi, les parties conviennent que le traitement des données personnelles sera effectué dans le respect des principes suivants :

- a) Les personnes concernées pourront obtenir des informations et réponses au sujet de leurs données personnelles et de leur traitement auprès de l'établissement concerné.
- b) Aucun transfert à des tiers ne sera effectué, sauf si :
 - (i) Cela est requis par la loi applicable. En cas de doute, chaque établissement contactera l'autre pour obtenir des éclaircissements
 - (ii) Le consentement exprès de la personne concernée a été obtenu
- c) L'établissement concerné notifiera l'autorité de contrôle compétente et les personnes concernées dans l'éventualité d'un incident relatif aux données personnelles.
- d) Les parties n'accorderont l'accès aux données personnelles que si elles sont strictement nécessaires à la mise en application, la gestion et le suivi des mobilités d'échange
- e) Toute collecte, traitement ou transfert de données à caractère personnel dans le cadre de la présente convention devra faire l'objet au préalable d'un contrat de transfert de données signé par les parties.

Les parties devront garantir des mesures de sécurité techniques et d'organisation adaptées en fonction des risques inhérents au traitement des données personnelles.

Article 12

Coordonnées des personnes mettant en place la coopération entre les deux établissements :

Établissement : Université de Tours

Nom, prénom : Graziella Beynet

Fonction : Responsable de la Direction des Relations Internationales

Coordonnées : 60, rue du Plat d'Etain, BP 12050, 37020 Tours Cedex 1, France

Établissement : Université du Québec à Chicoutimi

Nom, prénom : Mme Guylaine Boivin

Fonction : Directrice du Bureau de l'international

Coordonnées : 555, boul. de l'Université, Saguenay, Arrondissement Chicoutimi, Québec, Canada, G7H 2B1

EN FOI DE QUOI, les parties ont signé en deux (2) exemplaires,

UNIVERSITÉ DU QUÉBEC À CHICOUTIMI

Ghislain Samson, Ph. D.
Recteur

Date

Guylaine Boivin
Directrice du Bureau de l'international

Date

UNIVERSITÉ DE TOURS

Arnaud Giacometti
Président

Date

Convention approuvée en Conseil d'Administration du



**AGREEMENT FOR EXCHANGE OF
STUDENTS**



between

**The University of Tours
France**

and

**Universidad Internacional, Cuernavaca
Mexico**

Considering the Articles D123-15 to D123-22 from the French Code of Education and the Bill °2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the Legislation in force in Mexico, Universidad Internacional chartered under the laws of State of Morelos, Mexico.

BETWEEN

The University of Tours (hereafter referred to as UT), represented by its President, Prof. Arnaud Giacometti, on the one hand,

AND

The Universidad Internacional, Cuernavaca (hereafter referred to as UNINTER), represented by its Rector, Dr. Francisco Javier Espinosa Romero, on the other hand,

The following has been agreed:

1. PURPOSE

Being aware that the quality of teaching is strengthened by the establishment of international cooperation links, the Universidad Internacional and the University of Tours wish to enter exchanges, with a

view to their mutual enrichment on the scientific, academic and cultural levels.

The general objective of this Agreement is long-term educational collaboration in fields which are compatible with the orientation of each university, and which are relevant to the industrial, scientific, social and cultural interests and needs of the countries wherein the parties are respectively located.

The focus will be a collaboration between:

- **UNINTER:** All faculties
- **UT:** All faculties with the exception of the Faculty of Medicine

This cooperation may be amended by mutual agreement between the Parties.

2. ADMINISTRATION OF THE AGREEMENT AND MANNER OF IMPLEMENTATION

The program will be administered by:

- UT:** Director - International Relations Office
- UNINTER:** Head of Internationalization Department

They will ensure that the program proceeds according to a reasonable schematic plan and ensure that the terms of this exchange program are carried out.

Both institutions agree to keep in regular contact through their respective **international offices** and to report progress or other specific information as requested.

3. LEVEL OF EDUCATION

Students concerned by the present agreement are:

- undergraduate (Licence) students
- and/or graduate (Master) students

To be considered for acceptance by the host University, a student must fulfil the following conditions:

- Students from Tours must be registered at UT in an undergraduate (last year) or graduate program and will have completed at least one year of study in their home university.

- Students from Cuernavaca must be registered at UNINTER in an undergraduate or graduate program and normally will have completed two years of undergraduate study at their home university.
- Students must have obtained overall satisfactory results as determined by the home university.

4. GENERAL CONDITIONS OF THE EXCHANGE.

It is anticipated that each year an approximately equal number of students from each university will participate in the exchange. The number of students to be admitted to the program each year will be up to 4 students at each university.

Each partner will endeavour to match the yearly number of outgoing and incoming exchange students. Should the exchange be unbalanced in number over a given year, the balance will be restored accordingly over the five-year validity period of agreement.

A learning agreement will be prepared and signed by both parties and the student before leaving the home university.

5. STUDENT ADMISSION AND FOLLOW-UP

- a. Each university will select the students for the exchange from its own institution according to published criteria and procedures.
- b. Each university will present the applications of the selected students to the partner university who will be asked to approve the candidates and the study programs of the candidates.
- c. Each university will accept the admission requirements and registration procedure of the host university. The candidates will accept the rules, regulations and registration procedure of the host university concerning course choice.
- d. Students will be informed of their acceptance no later than 15 May of each year for the first semester (beginning in September) or the 15 November for second semester exchanges (beginning in January). They must confirm their intention to accept or reject the offer by 15 June or 30 November.
- e. If an accepted candidate declines, the universities may offer the place to an alternate candidate.

- f. The host institution undertakes to establish the appropriate admission certificate with the student's name enabling him/her to enter the host country as an exchange student.
- g. Students from both universities must have their course selections approved by their home department and appropriate academic authorities, to obtain transfer of credits towards their degrees.
- h. The host institution will not require students to take additional courses than those previously agreed upon.
- i. Each university will provide the other with transcript records of the student's results. The home university will give credits for all or part of the courses taken by the student in the host university based on his/her results.

6. STUDENT REGISTRATION

- a. Students from both universities will register in their university of origin.
- b. Students will pay registration fees at their home university.
- c. Exchange students will not be charged tuition fees by the host institution but may be required to pay certain ancillary fees as specified by each institution. They will be responsible for their own travel and subsistence expenses.

7. LANGUAGE REQUIREMENTS

Courses at UNINTER are taught mainly in Spanish.

Courses at UT are taught in French and/or English. The list of courses available for exchange students can be found on: <http://cces.univ-tours.fr/> and <https://polytech.univ-tours.fr/english-version>

Students will be required to meet the language proficiency requirements of the Host University.

To meet admission conditions at UNINTER, UT students should provide sufficient proof of Spanish language (B1) as certified by the home university, for study abroad programs.

To meet admission conditions in UT, UNINTER students should provide sufficient proof of French language proficiency. For exchange programs in French, students of the European Common Frame of Reference, and based on:

- Level 3 TCF: TCF B2 (399 points minimum)
- Or give proof of sufficient language proficiency, as certified by the home university.

In addition to meeting admission conditions at UT, non-French speaking students who come to UT for courses delivered in English, a supervised project, or an Engineering or Science program taught in English, are not subject to French proficiency requirements.

8. RIGHTS AND OBLIGATIONS OF PARTICIPANTS

All students participating in this exchange program:

- a. must be full-time students at the host university in program of studies. Their studies program must also be validated by the home university.
- b. must abide by the rules and regulations of the host university, including compliance with all laws of the host country. Violation of these laws shall subject the student to immediate expulsion;
- c. are responsible for obtaining any necessary visa and otherwise complying with all immigration laws and regulations in the host country;
- d. must have access to university restaurants at the same rates as those applied to students from the host university. The host university will assist students to find accommodations and to become integrated in their new social environment. Such assistance shall not include financial assistance;
- e. must immediately inform the International Office at the home and host university, as well as the staff responsible for the exchange, in the event of any problem, early departure or any modification of the terms of the exchange or in his/her learning agreement.

9. INSURANCE

All exchange students:

- a. must have adequate insurance coverage against risks sustained when living abroad;
- b. are required to take, at their own expense, suitable health insurance which covers and provides health care, hospital fees and repatriation, providing adequate proof of this to the host university. Medical insurance can be provided by the host university. If such insurance is not taken out, the student must provide proof to the host university that he/she has equivalent medical coverage. The student agrees that the host university is not responsible for any personal injury, loss or damage suffered by the exchange participant in case of medical emergency or force majeure.

10. DURATION

This agreement will be enforceable after signature by both parties and approval by competent authorities. It will be valid for a period of five years, unless otherwise revoked by either party, provided six months written notice be given. In case of renewal, it will be further resubmitted for the approval by the competent authorities in both institutions, in compliance with current legislation.

11. AMENDMENTS

Any modification to the current text, decided by both contracting parties, will be subject to an amendment signed by the parties and must be submitted for the approval by the competent authorities.

12. TERMINATION

a. *Termination for fault.* – Each Party may terminate this Agreement unilaterally in case of non-compliance by the other Party with its essential obligations, by registered letter with acknowledgement of receipt. The termination will be effective six months after sending this letter, postmark date and stamp used as proof. The breaching party is not entitled to claim any compensation.

Prior to exercising discretion, the party using its unilateral termination power must seek redress, in an adversarial procedure, after providing a formal notice from the co-contracting party, within a period determined by this party, asking to act as soon as possible to remedy the situation and to send the co-contracting party any information that could justify the breaches. Unilateral termination rights can then only take place in the event there is no successful mediation dialogue between the parties.

b. Termination for any other reason - Both parties expressly reserve the right to unilaterally terminate this agreement for any other duly justified reason. The most diligent party notifies the other party of its decision by registered letter with acknowledgment of receipt, subject to a six-months' notice period before the end of the current academic year. The termination takes effect at the end of this academic year. As a consequence of a unilateral decision to terminate, the non-breaching party is not entitled to claim any compensation.

13. GOVERNING LAW

Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country in which the Institution which is the defendant is located.

Pursuant to Article 46 EU GDPR "Transfers subject to appropriate safeguards", data transfer will only be possible after having concluded a transfer agreement on personal data between the two universities according to the standard contractual clauses for data transfers adopted by the European Commission.

12. EQUAL OPPORTUNITY

Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of ethnicity, age, religion, nationality or sexual orientation. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

Two signed copies of the present agreement will be provided in English.

~

The University of Tours

Universidad Internacional,
Cuernavaca

The President

Arnaud GIACOMETTI

The Rector

**Dr. Francisco Javier
Espinosa Romero**

*Approved by UT Administration Board
on*

Agreement for Study Abroad and Academic Exchange Programs

La Trobe University ABN 64 804 735 113 (“**LTU**”) and the University of Tours (“**UT**”) wish to enter into an agreement to promote joint education and research by exchange of students and staff from their respective institutions in recognition of the value of international cooperation and to provide better education opportunities for their students and staff, in accordance with the terms of this Agreement.

Details

Education Partner	Legal Name: Université de Tours
UT’s address for notices	Attention: Graziella Beynet Address, Post: Head – international Relations Office Address, Street: 60 rue du, Plat D’Etain 37020 Tours Cedex 1, France Phone: +33247366704 Email: international@univ-tours.fr
LTU’s address for notices	Attention: Pro Vice-Chancellor (Education Partnerships) Address: La Trobe University, Victoria, Australia 3086 Email: international.agreements@latrobe.edu.au
UT’s Contact Officer	Name: Germain Rousseau Title: International Cooperation Manager Phone: +33247366733 Email: cooperation@univ-tours.fr
LTU’s Contact Officer	Name: Quenton Gilmore Title: Coordinator, International relations. Phone: +61 3 94796705 Email: International.Agreements@latrobe.edu.au School: La Trobe International
Commencement Date	Upon execution of this Agreement
Term	5 years from the Commencement Date
Program	Exchange program (clause 4.1): Two semester-length exchanges from each institution per year; or One year-long exchange from each institution per year; or As otherwise agreed in writing by the two institutions from time to time. The number of semester exchange students may be altered due to the inclusion of summer or short course exchange on a case-by-case basis. Any alteration will be in writing and agreed by both parties. UT students undertaking an exchange in an undergraduate or postgraduate program at LTU, may do this at one of the Melbourne (Bundoora), Bendigo or City campuses based on program availability.

	<p>LTU students undertaking an exchange in an undergraduate or graduate program at UT may do this at UT campuses.</p> <p>Study abroad program (clause 3): Students may be nominated into fee paying study abroad programs by each institution, in the event imbalances do not allow for inbound exchange places.</p>
Fees for study abroad program	<p>LTU study abroad fees: Study abroad fees will be published in the “Study Abroad and Exchange Guide” produced and updated each year by LTU, which are available on the LTU web page at www.latrobe.edu.au/international.</p> <p>UT study abroad fees: Study abroad fees will be published in the “Exchange Student Welcome Guide” produced and updated each year by UT, which are available on the UT web page at https://international.univ-tours.fr/english-version/admission-process-for-exchange-students</p> <p>For other costs (refer clause 6.4(a)) All rates are updated annually and are also set out in letters of offer to intending visiting students.</p>

EXECUTED BY THE PARTIES AS AN AGREEMENT:

SIGNED for and on behalf of **LTU**
by its duly authorised signatory

Signature:

Name: Prof. John Dewar

Position: Vice-Chancellor

Date:

SIGNED for and on behalf of **UT**
by its duly authorised signatory

Signature:

Name: Prof. Arnaud Giacometti

Position: President

Date:

Terms and Conditions

Interpretation

1.1 In this Agreement unless the contrary intention appears:

Agreement means this agreement including any schedules and attachments

Australian Privacy Laws means the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic), the *Privacy Act 1988* (Cth) and all other applicable privacy and data protection laws, Information Privacy Principles, Health Privacy Principles and Australian Privacy Principles

Education Partner means the institution as identified in the Details

exchange students means students who pay their normal fees at their home institution for the duration of their exchange and receive a fee waiver from the host institution in accordance with clause 4.2(a)

home institution means the educational institution in which a student is formally enrolled as a degree candidate

host institution means the educational institution that has agreed to receive the participating students from the home institution for a limited period of study on a non-degree basis

Program means both the study abroad program and the exchange program

study abroad means non-award fee-paying programs

study abroad students means students being charged the study abroad fee and participating in the study abroad program but does not include exchange students

Term means the term so specified in the Details

visiting students includes exchange students and study abroad students

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice-versa and words denoting a gender include other genders
- (b) a reference to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars
- (c) if a word or phrase given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning
- (d) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority
- (e) references to the word 'include' or 'including' are to be construed without limitation
- (f) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement
- (g) headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
- (h) a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

2. Term of Agreement

2.1 This Agreement begins on the Commencement Date and continues for the Term described in the Details.

2.2 The parties will regularly review the operation of this Agreement.

2.3 The parties may agree to extend the Term by further written agreement signed by an authorised representative of each party.

3. Study Abroad Program

3.1 The parties agree that the number of study abroad students between UT and LTU is not limited.

3.2 The parties agree that the following guidelines apply to all study abroad students at the host institution:

- (a) study abroad students will undertake an academic program at the host institution, developed in consultation between the two institutions, as full-time, non-award students. Study abroad students will enrol in subjects at undergraduate or postgraduate subjects as appropriate to their level of study. As a rule, study abroad students will take examinations at the host institution
- (b) study abroad students must have completed at least one semester of higher education prior to commencing studies at the host institution); and
- (c) upon completion of the year or semester at the host institution, the study abroad student must return to their home institution; extension of stay may be granted for semester students only when approved by both institutions.

3.3 All study abroad students are enrolled as full-time, non-degree students for one semester or two semesters only at the host institution.

3.4 The host institution will assist the home institution to develop a complete information pack, including visa information, to give to intending study abroad students.

3.5 Students participating in the study abroad program must pay study abroad and other fees to the host institution as set out in the Details of this Agreement.

3.6 Subject to clause 4.2(d), nothing in this clause 3 applies to exchange students.

4. Student Exchange Program

4.1 The parties agree to exchange the number of students specified in the Details in either direction.

4.2 The parties agree:

- (a) to foster student exchange by exempting exchange students from application, admission and tuition fees at the host institution. The exchange students will be responsible for all other fees and costs associated with their exchange
- (b) that exchange students will be enrolled as full-time non-degree students at the host institution;
- (c) that the home Institution will evaluate coursework at the host institution and will recognise an exchange student's academic achievements at the host institution according to the home institution's statutes, regulations and procedures;

Terms and Conditions

- (d) that both institutions will carefully monitor exchange balances with the aim of balancing exchange numbers over the term of this Agreement, and that any significant imbalance shall be addressed in the study abroad program referred to in clause 3;
 - (e) that any extension of a student exchange must be approved by both parties and must not exceed a period of 12 months; and
 - (f) that the supervision and examination of post-graduate/graduate (UT) exchange students will be negotiated on an individual basis.
- 4.3 Subject to clause 4.2(d), nothing in this clause 4 applies to study abroad students.

5. Provisions Applying to Both Study Abroad Program and Exchange Program

5.1 The parties agree that:

- (a) the selection criteria for visiting students, including academic qualifications and language ability, will be determined by the parties;
 - (b) that visiting students must satisfy the language requirements of the host institution (in the case of LTU these are set out at <https://www.latrobe.edu.au/study/apply/international/requirements> or such updated requirements as notified from time to time); exchange students from LTU will be required to meet UT's language requirements, and provide sufficient proof of French language proficiency (B2 level), as certified by LTU. In addition to meeting admission conditions at UT, non-French speaking students who come to UT for courses delivered in English, a supervised project, in an Engineering or Science program are not subject to French proficiency requirements.
 - (c) that the home Institution will screen its applicants for the Program and then send the applications to the host institution by the due date specified by the host institution and that the host institution reserves the right to accept or refuse admission to selected students;
 - (d) that the host institution will forward to the home Institution formal advice of visiting students who have been accepted and who will be admitted by the host institution;
 - (e) that visiting students will be given identification cards and will have the same access to the facilities of the host institution as enjoyed by students of the host institution;
 - (f) that visiting students will become eligible to join the alumni of the host institution upon enrolment;
 - (g) that the host institution will advise visiting students on suitable accommodation and that the cost of accommodation will be met by the students;
 - (h) that the host institution will provide visiting students with appropriate assistance in matters of health and local customs via orientation programs;
 - (i) that visiting students shall be subject to all statutes, rules and regulations of the host institution for the duration of their stay at the host institution;
 - (j) that the host institution will issue an official transcript directly to a visiting student's home institution at the end of the student's stay at the host institution;
- (k) that intellectual property rights in material produced or created by visiting students involved in the Program including the right to publish, will be retained by visiting students unless varied by written agreement between the visiting student and both institutions;
 - (l) that the home institution will ensure that their visiting students understand that no academic credits will be issued by either the home institution or the host institution if a visiting student does not successfully complete their studies at the host institution during the exchange period; and
 - (m) that neither party tolerates sexual exploitation, abuse or harassment of any kind and, where applicable, will implement policies to limit the risk and incidents of any abuse, harassment, or any other inappropriate conduct. LTU will take all reasonable and practical steps to limit sexual harm in accordance with its *Sexual Harm Prevention and Response Policy* (a copy of which is available at: <https://policies.latrobe.edu.au>).

6. Responsibilities of Each Party

- 6.1 The parties will inform visiting students of all insurance requirements prior to enrolment in the Program.
- 6.2 Where LTU is the host institution, visiting students are required by the Australian Government to take out Overseas Student Health Cover for the duration of their studies in Australia.
- 6.3 Each party will provide a contact person for the delivery and receipt of notices and advice regarding student conduct, critical incidents or those affecting student wellbeing and safety, as specified in the Details.
- 6.4 The host institution will provide pre-arrival and orientation information to visiting students that includes:
 - (a) fees (including non-compulsory additional fees) and any other applicable costs that the visiting students will be personally responsible for;
 - (b) advice on accommodation arrangements;
 - (c) assistance in matters of health and local customs;
 - (d) induction to the rules, policies and procedures of the other party; and
 - (e) advice on academic and pastoral student support services.
- 6.5 The host institution will report immediately to the home institution any incidences of breach of policy either by a visiting student or any events affecting or potentially affecting the visiting student's health, safety or wellbeing and agrees to provide all reasonable information assistance to the other party (at any time) to review compliance with this clause, including to investigate any suspected breach.
- 6.6 Both parties will provide visiting students with support services in the event that a significant incident has occurred, including support to report incidents such as sexual assault as part of the Program, that will include making arrangements for return to the home country if necessary or requested.

Terms and Conditions

- 6.7 Neither party is liable to the other for any loss, damage, cost or expense arising out of the conduct of a visiting student.
- 6.8 Each party will comply with all applicable laws in conducting its obligations under this Agreement. Each party agrees to notify the other party if it becomes aware of any laws that may contravene its obligations or its affect its ability to provide the courses under this Agreement, and the parties will discuss in good faith any amendments as may be necessary to continue or, if necessary, terminate or suspend the operation of this Agreement.
- 6.9 Nothing in this Agreement limits or affects the autonomy of either party with respect to its content, curriculum or academic and intellectual freedom. For the avoidance of doubt, the activities under this Agreement are not intended to include any activities registrable under the *Foreign Influence Transparency Scheme Act 2018* (Cth).
- ### 7. Staff Exchanges
- 7.1 The parties agree that staff exchanges may be negotiated by interested schools and departments within LTU and the UT. The conditions of any staff exchanges will be agreed in writing between the parties prior to the staff exchange commencing.
- ### 8. Marketing and Publicity
- 8.1 Subject to this clause 8, the parties will market the Program as set out in this Agreement to suitably qualified students as agreed from time to time.
- 8.2 The parties may develop processes and guidelines for branding and communication. Each party will liaise with the other party's marketing contact as notified from time to time in writing.
- 8.3 Neither party will use the name logo (or any variation thereof) of the other without the prior written consent and approval of the other party.
- 8.4 All press releases, publications, advertisements or other announcements relating to this Agreement must be made jointly with the approval of both parties.
- ### 9. Confidentiality and Privacy
- 9.1 Each party agrees that all confidential information obtained from the other party pursuant to this Agreement will be treated as confidential and, except as required by law, must not be disclosed to any third party without the prior written consent of the other party.
- 9.2 Each party agrees that any personal information or health information about an individual transferred to it by the other for the purposes of this Agreement shall be handled in accordance with:
- the relevant legal requirements applying in the jurisdiction where the receiving party is based;
 - if the relevant legal requirements applying in the jurisdiction where the transferring party is based are substantially more stringent than the legal requirements applying in the jurisdiction where the receiving party is based—the relevant legal requirements applying in the jurisdiction where the transferring party is based, to the extent applicable; or
 - if no relevant legal requirements exist in the jurisdiction where the receiving party is based—the relevant legal requirements applying in the jurisdiction where the transferring party is based.
- 9.3 In the case of LTU, the relevant legal requirements are contained in Australian Privacy Laws. Further information about these requirements can found at <http://www.latrobe.edu.au/privacy/laws-principles>.
- 9.4 In the case of UT, the relevant legal requirements are included in GDPR - Commission Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
- ### 10. Force Majeure
- 10.1 A party to this Agreement shall not be entitled to exercise its rights and remedies upon the default of the other party if that default is caused by an act or event that is beyond the reasonable control of that other party and was not reasonably foreseeable at the time this Agreement was entered into.
- 10.2 If a party becomes unable, wholly or in part, to carry out its obligations due to an event under clause 10.1 it must promptly notify the other party and use all reasonable efforts to mitigate the effects of the relevant events as quickly as possible.
- ### 11. Dispute Resolution
- 11.1 At all times during this Agreement the parties must cooperate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Agreement or the parties' respective obligations under this Agreement.
- 11.2 Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country in which the Institution which is the defendant is located
- 11.3 In the event of a dispute or disagreement arising between the parties which cannot be resolved then either party may at the expiration of 30 days after receipt of a notice of a dispute refer the dispute for determination by an independent expert appointed by the President or Senior Office bearer of the Victorian Chapter of the Australian Institute of Arbitrators. The decision of the expert shall be binding and final on the parties. The cost of the expert shall be borne by the parties equally.
- ### 12. Termination
- 12.1 Either party may terminate this Agreement for any reason by providing at least six months' notice in writing to the other party.
- 12.2 Either party may by written notice to the other party immediately terminate or suspend this Agreement if:

Terms and Conditions

- (a) the other party is in breach of any terms of this Agreement and the breach is not remedied within one month of a notice from the other party specifying the breach and requiring its remedy
- (b) a party is unable to meet its obligations due to a force majeure event under clause 10 for a period of three months or more
- (c) the other party's conduct severely harms the image and reputation of a party
- (d) required by law or by any direction, order or other requirement of a government authority; or
- (e) the other party has any winding up petition presented against it or is placed under official management, administration, provisional liquidation or a receiver or receiver and manager or other controller is appointed over its undertaking or property or any part of its property or undertaking or becomes insolvent or enters into any arrangement or assignment with creditors; or
- (f) undergoes a change in its actual or beneficial ownership or control, or otherwise a change in the composition of its governing body that has the effect of reducing its legal or financial independence.

12.3 Upon termination of this Agreement and subject to applicable laws:

- (a) the parties will cooperate in good faith to wind up any activities under this Agreement
- (b) each party will cease advertising and promoting the activities of the Program that are the subject to this Agreement
- (c) each party will use reasonable endeavours to minimise adverse impact on currently enrolled students; and
- (d) any visiting student who has commenced a course of study at the host institution prior to the date of service of the termination notice may complete that course of study in accordance with the terms of this Agreement, subject to academic progress, provided that no party is in breach of any of its obligations under this Agreement.

12.4 Termination of this Agreement is without prejudice to any right of action or remedy which has accrued or may accrue to any party. Clauses 9, 12.3, 13.1(c) and 13.2 survive the termination or expiry of this Agreement.

13. General

13.1 This Agreement:

- (a) may only be varied by further written agreement of the parties
- (b) constitutes the entire agreement and understanding between the parties with respect to its subject matter
- (c) will be construed in accordance with the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of Victoria; and
- (d) may be executed electronically and in separate counterparts, each counterpart constituting an original, all of which taken together constitute this Agreement.

13.2 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.

13.3 This Agreement does not create any agency, employer-employee relationship or a partnership of any kind. Each party is an independent contractor without authority to bind the other. Neither party nor its personnel are agents or employees of the other by virtue of this Agreement. Neither party may represent, underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other party from time to time.

13.4 Neither party to this Agreement will assign or purport to assign any right under this Agreement without the prior written approval of the other party.

13.5 All notices required to be given under this Agreement shall be in writing sent to the party as specified in the Details at the address specified in the Details or to such other address as a party may designate by notice given in accordance with this clause.

13.6 This Agreement has been negotiated and executed by the parties in English. Where a translation of this Agreement is prepared in another language, both language versions have the same legal effect. If, however, a dispute arises due to a difference between the two versions, this English language version of the Agreement will prevail.

Schedule 1

Australian Education Services for Overseas Students Act 2000

Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which LTU and its representatives and agents have to comply. These requirements are contained in the Australian *Education Services for Overseas Students Act 2000* (the “**ESOS Act**”) and include obligations under the National Code, which is made under and forms part of the ESOS Act (the “**National Code**”). For the benefit of both parties, the key requirements of the ESOS Act and National Code that apply to this Agreement are set out below.

- 1.1 The parties will:
- (a) devise a strategy to promote LTU as a student destination in accordance with the relevant Australian government legislation;
 - (b) ensure that students are advised that they are required by the Australian Department of Immigration and Citizenship to provide to LTU their current address (not the Education Partner’s address) while they are enrolled at LTU;
 - (c) ensure that students are advised that if the visa application of a student is refused, that LTU must refund the student’s fees and the UT must obtain an address from the student and forward this address to LTU.
- 1.2 The parties will ensure that prospective students, before they complete an application for enrolment in a host institution course, have current information provided to the home institution about:
- (a) the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable;
 - (b) the course content and duration, qualification offered if applicable, modes of study and assessment methods;
 - (c) campus locations and a general description of facilities, equipment, and learning and library resources available to students;
 - (d) details of any arrangements with another registered provider, person or business to provide the course or part of the course;
 - (e) indicative course-related fees including advice on the potential for fees to change during the student’s course and applicable refund policies;
 - (f) information about the grounds on which the student’s enrolment may be deferred, suspended or cancelled;
- (g) a description of the ESOS framework made available electronically by the Department of Education, Skills and Employment;
 - (h) relevant information on living in Australia, including:
 - (i) indicative costs of living;
 - (ii) accommodation options, and
 - (iii) where relevant, schooling obligations and options for school-aged dependants of intending students, including that school fees may be incurred.
- 1.3 The parties will ensure that prospective students are told that students who come to Australia on a student visa must have a primary purpose of studying and must study on a full-time basis.
- 1.4 The parties will not give false or misleading information or advice in relation to:
- (a) claims of association between providers;
 - (b) the employment outcomes associated with a course;
 - (c) automatic acceptance into another course;
 - (d) possible migration outcomes; or
 - (e) any other claims relating to the other institution, its course or outcomes associated with the course
- 1.5 The parties agree that they will not:
- (a) make any inaccurate claims of association of the other party with any other education provider
 - (b) provide immigration advice where not authorized to do so; or
 - (c) actively recruit a student in contravention of the National Code or equivalent legislation.
- 1.6 The parties will:
- (a) give sufficient information to enable each other to comply with its obligations under clauses 1.1 to 1.3 of this Schedule;
 - (b) inform each other of any changes to the ESOS Act or the National Code requirements or equivalent local legislation promptly after becoming aware of any such changes.

	Types of Programs	Required level of French (for information)	Content	Fees	Number of students	Contacts
NON-DEGREE	<p>Program 1: Classic Exchange (Courses in French)</p> <p>Classic exchange program, aimed at students who have a high enough level of French to follow university courses.</p> <ul style="list-style-type: none"> - The course is validated using the ECTS validation scheme (maximum 30 credits per semester); - Students can join the program on the 1st semester and/or the 2nd semester. 	From B2 level TCF>399 TEF>540	<p>① Choice of “à la carte” <u>disciplinary courses in French</u>, mainly in the student’s Faculty and/or in other Faculties. For more information, please refer to http://cces.univ-tours.fr</p> <p>② Offer to choose 3 linguistic reinforcement courses at the CUEFEE (maximum 12 ECTS credits, optional courses):</p> <ul style="list-style-type: none"> ✓ General written language or academic written language (24h/semester), 4 ECTS credits ✓ Oral language (24h/semester), 4 ECTS credits ✓ Cultural options (Literature, writing workshops, culture and society...) (20h/semester), 4 ECTS credits 	Free	<i>Up to 3 students per year</i>	Frédéric SOREAU incoming.mobility@univ-tours.fr
	<p>Program 1 bis: Classic Exchange (Courses in English)</p> <p>Classic exchange program, aimed at students who wish to follow disciplinary courses in English. French courses are also available in this program. <u>B2 level in English is required: IELTS (Academic)>5.5, TOEFL iBT>87, TOEIC>785;</u></p> <ul style="list-style-type: none"> - The course is validated using the ECTS validation scheme (maximum 30 credits per semester); - Students can join the program on the 1st semester and/or the 2nd semester. 	From A2 level	<p>① Choice of “à la carte” <u>disciplinary courses in English</u>, within the university’s multidisciplinary offer. http://cces.univ-tours.fr</p> <p>② 2 French courses at the CUEFEE (mandatory courses):</p> <ul style="list-style-type: none"> ✓ Written language (24h/semester), 4 ECTS credits + Oral language (24h/semester), 4 ECTS credits OR ➔ Cultural options (20h/semester), 4 ECTS credits 	Free	<i>Up to 3 students per year</i>	Frédéric SOREAU incoming.mobility@univ-tours.fr
DEGREE	<p>Program 2: French for specialists (University Diploma of French Studies / DUEF)</p> <p>This program is open to exchange students enrolled in a French language degree in their country and/or who would like to study the French language at CUEFEE for one semester. They will be able to follow these courses, as well as their university courses in a university faculty.</p> <ul style="list-style-type: none"> - A University Diploma of French Studies (DUEF), as well as 30 ECTS credits can be obtained; - Students can join the course on the 1st semester and/or the 2nd semester. 	From A2 level	<p>① Enrolment in a DUEF (<u>University Diploma of French Studies</u>) training course at the CUEFEE:</p> <ul style="list-style-type: none"> ✓ Written and oral language (150h/semester) ✓ Culture and society (24h/semester) ✓ Cultural or methodological options (2x24h/semester) <p><u>Goal: Reaching B1 or B2 level in French</u></p> <hr style="border-top: 1px dotted #000;"/> <p>② Offer to choose 1 or 2 disciplinary courses in French, within the University Faculties’ different offers. For more information, please refer to http://cces.univ-tours.fr</p>	1400€ / semester	No restriction	Christian GAUJAC cuefee@univ-tours.fr



AGREEMENT FOR EXCHANGE OF STUDENTS



between

**University of Tours
France**

and

**Asia University
Taiwan**

Considering the Articles D123-15 to D123-22 from the French Code of Education and the Bill °2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the legislation in force in Taiwan,

BETWEEN

The University of Tours (hereafter referred to as UT), represented by its President, **Mr. Arnaud Giacometti**, on the one hand,

AND

Asia University (hereafter referred to as AU), represented by its President, **Mr. Jeffrey J. P. TSAI**, on the other hand,

The following has been agreed:

1 - **PURPOSE**

Being aware that the quality of their teaching is strengthened by the establishment of international cooperation links, Asia University and the University of Tours wish to enter exchanges, with a view to their mutual enrichment on the scientific, academic and cultural levels.

The general objective of this Agreement is long-term educational collaboration in fields which are compatible with the orientation of each university, and which are relevant to the industrial, scientific, social and cultural interests and needs of the countries wherein the parties are respectively located.

2 - **DEFINITIONS**

In this Agreement, the following words and expressions shall have the meanings herein assigned:

- (a) “**Academic year**” means from September 1st to August 31st at UT; and from March 1st to February 28th at AU;
- (b) “**Academic term**” means a regular period of study, whatever the term used, trimester or semester;
- (c) “**Home institution**” means the university at which the student intends to graduate;
- (d) “**Host institution**” means the university which has agreed to receive the exchange students.

3 - **AREAS OF COLLABORATION**

The collaboration will be between:

- All Faculties at UT (with the exception of the Faculty of Medicine), as well as the University Centre for Teaching French to International Students (CUEFEE)
- And all Colleges which delivered English-taught and Chinese Language Center at AU

Each institution may, however, limit access to its programs and courses on campus should a problem occur, each institution will then communicate the current limitations at the beginning of each student application process. The host institution makes the final decision whether or not to accept an incoming student and its program of study.

4 - ADMINISTRATION OF THE AGREEMENT

The exchange programme will be administered by:

- **UT:** the Head of the International Relations Office
- **AU:** the Head of the Office of International Relations and International College

They will ensure that the study proceeds according to a reasonable schematic plan and ensure that the terms of this exchange program are carried out.

Both institutions agree to keep in regular contact through their respective **international offices** and to report progress or other specific information as requested.

5 - STUDY LEVELS

Students concerned by the present agreement are

- undergraduate (Licence) students
- and/or graduate (Master) students

To be considered for acceptance by the host University, a student must fulfil the following conditions:

- Students from Tours must be registered at UT in a Licence or Master program (undergraduate or graduate) and must have completed one year of study in their home institution.
- Students from Taiwan must be registered at AU in a Bachelor or Master program (undergraduate or graduate) and will normally have completed one year of study in their home institution.
- Students must have obtained overall satisfactory results as determined by the home institution, and in line with the considered program at the host institution. The host institution undertakes to welcome selected students in accordance with the terms and conditions of this agreement and to establish the appropriate admission certificate with the student's name enabling him/her to enter the host country as an exchange student.

6 - **GENERAL CONDITIONS OF THE EXCHANGE.**

- a. It is anticipated that each year an approximately equal number of students from each university will participate in the exchange. The number of students to be admitted to the program each year will be up to 3 students at each university, with the exception of *Program 2* described below.
- b. AU students participating in the exchange at UT will have the opportunity to apply for the following programs:
 - 1) *Program 1: Classic Exchange - Disciplinary courses in French/English - ccess.univ-tours.fr*
 - 2) *Program 2: Exchange with Degree - French for specialists (University Diploma of French Studies / DUEF)*

For the purposes of calculating the total number of AU students at UT, the University of Tours undertakes to count only students participating in *Program 1*. Therefore, the UT will not imply any limitation for students participating in *Program 2*

- c. UT students participating in the exchange at AU will have the opportunity to apply for the exchange program in English and Chinese Language Center
- d. Each partner will endeavour to match the yearly number of outgoing and incoming exchange students in programs involving a limited number of mobility (see *Program 1* at UT and AU). Should the exchange be unbalanced in number over a given year, the balance will be restored accordingly over the five-year validity period of agreement.

7. **TEACHING AND PROGRAMS**

- a. Courses for exchange students at AU are taught mainly in English. A list of courses in English/Chinese for exchange students can be found on: <http://ciae.asia.edu.tw/programs-english/>
- b. Courses for exchange students at UT are taught mainly in French. A list of courses in French and English for exchange students can be found on: <http://cces.univ-tours.fr/>

- c. The details of each program, the language requirements, and the associated fees for the above-mentioned programs are set out in the *Appendix* to this Agreement.

8 - STUDENT ADMISSION AND FOLLOW-UP

- a. In accordance with the provisions set out in the Appendix to this Agreement, particularly those concerning the registration fees and the language levels required to integrate the two institutions, each university will select the students for the exchange from its own institution according to published criteria and procedures.
- b. Each university will present the applications of the selected students to the partner university who will be asked to approve the candidates and the study programs of the candidates.
- c. The host institution will ensure that the language proficiency level for each program described above is reached by the student. Exchange students should have provided a proof of sufficient language proficiency to the host university.
- d. To meet admission conditions in AU, UT students who are not native speaker in English must demonstrate language proficiency in English. The minimum requirement is to reach the level of CEFR B1, which is equivalent to TOEFL IBT 61, TOEFL PBT 500, IELTS 5.5, or TOEIC 650.
- e. To meet admission conditions in UT, AU students should provide sufficient proof of French language proficiency. For exchange programs in French, students should have reached B2 of the European Common Frame of Reference, meaning:
 - Level 3 TCF: TCF B2 (399 points minimum)
 - Or give proof of sufficient language proficiency, as certified by the home university.

In addition, to meeting admission conditions at UT, non-French speaking students who come to UT to follow courses in English, should have obtained the French proficiency of A2 level, as certified by the home university.

- f. Each university will accept the admission requirements and registration procedure of the host university. The candidates will accept the rules, regulations and registration procedure of the host university in the matter of course choice.

- g. Students will be informed of their acceptance no later than 15 June of each year for the fall semester (beginning in September) or the 15 November for spring semester exchanges (beginning in March at AU).
- h. If an accepted candidate declines, the universities may offer the place to an alternate candidate.
- i. A full-time student at AU is normally enrolled in 21-25 credits per academic session or semester, while a full-time student at UT is enrolled in 30 ECTS credits per session. However, if a student participating in the exchange enrolls in more or less units/ credits per academic term, the list of courses to be followed by the students must be approved by the academic authority concerned in their home institution in order to obtain transfer of credit towards their degrees.
- j. The host institution will not require students to take courses beyond those agreed above.
- k. Each university will provide the other with transcript records of the student's results. The home university will give credits for all or part of the courses followed by the student in the host university according to his/her results.

9 - STUDENT REGISTRATION

- a. Exchange students will be registered and pay registration fees to their home university.
- b. Exchange students will not be charged tuition fees by the host institution but may be required to pay certain ancillary fees as specified by each institution, particularly those for intensive language programs.
- c. Expenses for accommodation, transportation, insurance, medical services, catering and other daily expenses shall be borne by the student.

10 - RIGHTS AND OBLIGATIONS OF PARTICIPANTS

All students participating in this exchange program:

- a. must study full-time at the host university for no less than a semester and no more than one academic year, in a program of studies approved and validated by the home university;
- b. must abide by the rules and regulations of the host university, including compliance with all laws of the host country. Violation of these laws shall subject the student to immediate expulsion
- c. are responsible for obtaining any necessary visa and otherwise complying with all immigration laws and regulations in the host country
- d. must have access to university restaurants at the same rates as those applied to students from the host university. The host university will offer accommodation in student halls of residence upon payment of applicable fees or will provide information to assist students to find other living accommodations and to become integrated into their new social environment, but such assistance shall not include financial assistance.
- e. must warn the International Office in the home university and in the host university, as well as the staff responsible for the exchange, in the event of any problem, early departure or any modification of the terms of the exchange or in his/her learning agreement.

11 - INSURANCE

All exchange students:

- a. must have adequate insurance coverage against risks sustained when living abroad
- b. are required to take, at their own expense, suitable medical insurance including special health costs, hospital fees and repatriation, providing adequate proof of this to the host university. Medical insurance can be provided by the host institution or the student can provide adequate proof to the host institution that he/she possesses equivalent medical coverage. The student undertakes to agree that the host university is not responsible for any personal injury, loss or damage suffered by the exchange participant in case of medical emergency or force majeure.

12 - DURATION

This agreement will be enforceable after signature by both parties and approval by competent authorities. It will be valid for a period of five years, unless otherwise revoked by either party, provided six months written notice be given. In case of renewal, it will be further resubmitted for the approval by the competent authorities in both institutions, in compliance with current legislation.

13 - AMENDMENTS

Any modification to the current text, decided by both contracting parties, will be subject to an amendment signed by the parties and must be submitted for the approval by the competent authorities.

14 - TERMINATION

a. Termination for fault. – Each Party may terminate this Agreement unilaterally in case of non-compliance by the other Party with its essential obligations, by registered letter with acknowledgement of receipt. The termination will be effective six months after sending this letter, postmark date and stamp used as proof. The breaching party is not entitled to claim any compensation.

Prior to exercising discretion, the party using its unilateral termination power must seek redress, in an adversarial procedure, after providing a formal notice from the co-contracting party, within a period determined by this party, asking to act as soon as possible to remedy the situation and to send the co-contracting party any information that could justify the breaches. Unilateral termination rights can then only take place in the event there is no successful mediation dialogue between the parties.

b. Termination for any other reason - Both parties expressly reserve the right to unilaterally terminate this agreement for any other duly justified reason. The most diligent party notifies the other party of its decision by registered letter with acknowledgment of receipt, subject to a six-months' notice period before the end of the current academic year. The termination takes effect at the end of this academic year. As a consequence of a unilateral decision to terminate, the non-breaching party is not entitled to claim any compensation.

15 - GOVERNING LAW

Any claim or dispute arising out of or in connection with this agreement shall be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country where the defendant institution is located.

Pursuant to Article 46 EU GDPR "Transfers subject to appropriate safeguards", data transfer will only be possible after having concluded a transfer agreement on personal data between the two universities according to the standard contractual clauses for data transfers adopted by the European Commission.

16 - EQUAL OPPORTUNITY

Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of ethnicity, age, religion, nationality or sexual orientation. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

Two signed copies of the present agreement will be provided in English.

University of Tours

Asia University

Arnaud GIACOMETTI
President

Jeffrey J. P. TSAI
President

Tours, the

Taichung, the

*Approved by UT Administration Board
on _____*



UNIVERSITY OF
BIRMINGHAM



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF BIRMINGHAM

AND

THE UNIVERSITY OF TOURS

RENEWAL

THIS MEMORANDUM OF UNDERSTANDING IS DATED

DAY OF 2022

AND MADE BETWEEN:

(1) THE UNIVERSITY OF BIRMINGHAM, Edgbaston, Birmingham, B15 2TT, United Kingdom (“UoB”) and

(2) THE UNIVERSITY OF TOURS, 60, rue du Plat d’Etain, BP 12050 - 37020 Tours, Cedex 1, France (“UT”)

CONSIDERING the Articles D123-15 to D123-22 from the French Law of Education and the Bill °2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

CONSIDERING the Legislation in force in the United Kingdom,

1. Introduction

- 1.1. UoB and UT agree to the renewal of their MoU, signed on March,23, 2017, and to deepen their co-operative relationship for the general purpose of promoting the continuance of the successful student mobility scheme for medical students and developing further collaboration.
- 1.2. This Memorandum of Understanding (“MoU”) sets out below the principles by which UoB and UT can establish a formal arrangement regarding such activity.

2. Principles

- 2.1. UoB and UT propose the following:
 - 2.1.1. That both universities shall whenever possible continue to offer the opportunity for medical, biomedical, psychology and neuroscience students to undertake mobility to the other institution in order to increase their cross-cultural understanding and awareness of the practice of medical science.
 - 2.1.2. That both universities shall for a duration to be determined on a case-by-case basis and after mutual agreement exchange faculty member for teaching and/or research visits.
 - 2.1.3. That both universities shall seek opportunities to work together in other fields, including but not limited to research, knowledge transfer and educational cooperation.
- 2.2. Any activity carried out within the broad framework of this MoU shall be subject to the mutual consent of both parties, taking into account any constraints of time, funding and other relevant resources.

3. Coordination and Follow-up

3.1.1. Administration of the MOU shall be the responsibility of the Faculty of Medicine at UT and the Schools of Biomedical Sciences and Psychology at UoB. Any additions, changes, or deletions must be approved by these official representatives of both universities. All notices shall be in writing and shall be directed to these individuals as follows:

3.1.2. To UT: Prof. Matthias Bucchler
Faculty of Medicine
University of Tours
France

3.1.3. TO UoB: Prof. Chris Tselepis
School of Biomedical Sciences, Institute of Clinical Sciences
University of Birmingham
United Kingdom

4. Subsidiary Agreements

In addition, it is envisaged that each activity that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

5. Renewal Amendment and Termination

5.1. This MoU shall be effective for an initial period of five years from this date. Thereafter, this MoU may be extended for a further period of one year or for any other period of time as deemed appropriate by both parties, subject to their mutual consent and any such extension to be made in writing and signed by their authorised signatories.

5.2. Either party may amend this MoU at any time, provided it is with the prior written consent of both parties.

5.3. Either party may terminate this MoU, and as a consequence any subsidiary agreements, at any time by giving six months' notice to the other party in writing.

6. Personal Data

6.1. Both universities affirm that any information and/or any and all data that is provided, disclosed or otherwise made available between the Parties by the execution of the MoU ("Shared Information"), shall not include personal data as defined by Article 4 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, ("Personal Data"), except for the personal data (in particular name, email address, signature) of employees of the Parties that is collected and processed for the execution and the administrative handling of the Agreement.

- 6.2. The General Data Protection Regulation and other local personal data protection legislation are hereinafter collectively referred to as the (“Data Protection Legislation”).
- 6.3. Accordingly, each Party will ensure that all Personal Data contained in Shared Information will be treated in strict compliance with Data Protection Legislation.
- 6.4. In consequence, under Data Protection Legislation, each person which his Personal Data is collected during the execution of the Agreement, have an access/rectification/deletion right on its own Personal Data based upon legitimate interest.
- 6.5. Each concerned person can enforce these personal data rights by sending an email or postal mail to:

For UT :

Université de Tours
Direction des affaires juridiques et du patrimoine
60, rue du Plat d’Étain
37020 Tours Cedex 1
dpo@univ-tours.fr

For UoB:

The Director of Legal Services
The University of Birmingham
Edgbaston
Birmingham B15 2TT
UK
gdpr@bham.ac.uk

7. General

- 7.1. The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MoU.
- 7.2. Neither party shall be permitted to use the other’s name, crest, logo or branding without first having obtained the other’s written consent to such use and fully complying with the user guidelines and both parties shall immediately cease use of such name, crest, logo or branding upon termination or expiry of this MoU.
- 7.3. This MoU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

7.4. Two signed copies of the present MoU will be provided in English

<p>Signed</p> <p>by Professor Tim Jones</p> <p>Provost and Vice Principal</p> <p>For The University of Birmingham</p>	<p>Signed</p> <p>by Professor Arnaud Giacometti</p> <p>President</p> <p>For Université de Tours</p> <p><i>Approved by UT Administration Board on</i></p>
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ENTRE

L'UNIVERSITÉ LAVAL (QUÉBEC, CANADA)

ET

L'UNIVERSITÉ DE TOURS (FRANCE)

CONSIDÉRANT que les deux établissements sont unis par une communauté d'intérêts et d'objectifs dans les domaines académique et culturel,

CONSIDÉRANT que les universités sont précisément des institutions appelées par leur essence même, leur finalité et leurs objectifs, à établir les canaux de communication qui permettent l'échange des connaissances scientifiques et culturelles,

VU les articles D123-15 à D123-22 du Code de l'Education et le Décret n° 2015-668 du 15 juin 2015 relatif à la coopération internationale des établissements publics d'enseignement supérieur placés sous l'autorité des ministères français compétents,

CONSIDÉRANT les résultats très positifs découlant de l'Accord-cadre entre les deux établissements,

L'Université Laval (UL), représentée par sa Rectrice, Mme Sophie D'Amours, et l'Université de Tours (UT), représentée par son Président, M. Arnaud Giacometti,

Conviennent de prolonger l'Accord-cadre signé pour la première fois le 12 avril 2002, et renouvelé en 2005, 2011 et 2016, pour cinq années supplémentaires à partir de la date de signature du présent document.

Article 1.- OBJECTIF

Accroître la qualité des activités de recherche et de formation de chacun des partenaires en tirant profit de leur convergence d'intérêts.

L'objectif général de cet accord porte sur une collaboration éducative à long terme dans des domaines conformes à la politique de chacune des institutions et aux intérêts et besoins industriels, scientifiques, sociaux et culturels de leurs pays respectifs.

Article 2.- COMMUNICATIONS

Les deux parties échangeront des informations et s'accorderont un appui réciproque en matière académique, culturelle et administrative, à l'aide d'échanges de publications et d'autres actions appropriées.

Les deux parties se consulteront chaque fois qu'elles l'estimeront nécessaire, en particulier afin d'évaluer en commun le développement des actions d'enseignement et de recherche, et de dresser le bilan des actions réalisées ou en cours de réalisation.

Les Parties confient aux unités suivantes la coordination de la mise en œuvre de l'Entente:

Bureau international
Maison Eugène-Roberge
2325, rue des Arts
Université Laval
Québec (Québec) G1V 0A6
CANADA

Direction des Relations Internationales
Université de Tours
60 rue du Plat d'Étain,
37020 Tours Cedex 1 France
Tél : +33 2 47 36 67 04
International@univ-tours.fr

Article 3.- COOPÉRATION

L'entente vise à favoriser la mise en marche d'une collaboration en trois points :

- a) Les deux universités se proposent de développer les projets conjoints de recherche;
- b) Elles se proposent également d'échanger des professeurs;
- c) Elles créent enfin un programme d'échanges d'étudiants.

Article 4.- ACTIVITÉS COMMUNES DE RECHERCHE

Les parties verront à développer les activités communes de recherche.

Article 5.- ÉCHANGES DE PROFESSEURS-CHERCHEURS

Les deux parties favoriseront, dans le cadre de la réglementation en vigueur :

- l'échange de personnels pour des périodes pouvant aller de quelques jours à quelques mois;
- une participation mutuelle aux congrès, colloques et stages organisés par l'une des universités.

Article 6.- FINANCEMENT

Les accords financiers relatifs à la réalisation de projets seront établis à travers des consultations entre les deux universités dans le respect de chaque programme de coopération.

Les deux universités s'engagent, pour la réalisation des activités de coopération, à entreprendre

des démarches appropriées auprès d'organismes susceptibles d'accorder des subventions.

Toute subvention accordée pour des activités de coopération sera administrée par l'établissement qui en aura fait la demande.

Article 7.- DUREE DE L'ACCORD

Le présent accord entrera en vigueur à partir de la date de la dernière signature du présent document. Sa validité est de cinq ans, sauf dénonciation par l'une ou l'autre des parties avec préavis de 6 mois, la dénonciation ne pouvant prendre effet avant la fin de l'année universitaire en cours.

Article 8.- RUPTURE, MODIFICATION ET RENOUVELLEMENT DE LA CONVENTION

En cas de renouvellement, elle sera à nouveau présentée devant les autorités compétentes conformément à la réglementation en vigueur.

Toute modification au présent texte, décidée d'un commun accord par les contractants, devra être soumise à l'appréciation des autorités compétentes, puis réalisée par avenant signé des deux parties.

Chaque Université se réserve le droit de mettre fin à un échange si un étudiant a violé la loi ou enfreint le règlement en vigueur à l'Université d'accueil ou s'il a été jugé par un tribunal comme étant hors la loi.

En cas de manquement de l'une des parties à ses obligations, l'autre partie peut résilier unilatéralement la convention. Elle lui notifie sa décision par lettre recommandée avec accusé de réception. Elle prend effet dans un délai de six mois à compter de l'envoi de ladite lettre, cachet de la poste faisant foi. La partie fautive ne pourra prétendre à aucune indemnité.

Chaque université peut exercer son droit de résiliation unilatérale pour tout autre motif dûment justifié. La partie la plus diligente notifie à l'autre sa décision par lettre recommandée avec accusé de réception, sous réserve d'un délai de prévenance de six mois avant la fin de l'année universitaire en cours. La résiliation prend effet à la fin de ladite année universitaire.

La partie subissant un préjudice du fait de la résiliation unilatérale ne peut prétendre à aucune indemnité.

Article 09.- JURIDICTION COMPETENTE

En cas de conflits issus de la présente convention, résultant notamment d'une difficulté d'interprétation, d'application ou d'exécution, les parties s'efforceront de trouver un accord à l'amiable, par voie de conciliation directe. Si aucun accord n'a pu être trouvé, elles pourront décider d'avoir recours à la conciliation juridique/arbitrage dans le pays de l'institution défenderesse.

Article 10.- PROTECTION DES DONNEES PERSONNELLES

Il est entendu par « données à caractère personnel » toute information se rapportant à une personne physique identifiée ou identifiable. Est réputée être une « personne physique identifiable » une personne physique qui peut être identifiée, directement ou indirectement, notamment par référence à un identifiant, tel qu'un nom, un numéro d'identification, des données de localisation, un identifiant en ligne, ou à un ou plusieurs éléments spécifiques propres à son identité physique, physiologique, génétique, psychique, économique, culturelle ou sociale.

Les collectes, traitements et transferts desdites données par l'université de Tours sont soumis au Règlement UE 2016/679 du Parlement européen et du Conseil du 27 avril 2016 relatif à la protection des personnes physiques à l'égard du traitement des données à caractère personnel et à la libre circulation de ces données (ci-après « RGPD »). Les collectes, traitements et transferts desdites données par l'UL sont assujetties à la Loi sur l'accès aux documents des organismes publics et la protection des renseignements personnels.

Tout transfert de données à caractère personnel entre l'université de Tours et l'UL ne pourra intervenir qu'après conclusion d'une convention particulière de transfert de données personnelles signée entre les parties, basé sur les clauses types de protection des données adoptées par la Commission en application de l'article 46 du RGPD.

Le présent document est reproduit en 2 (deux) exemplaires signés en langue française.

Pour l'Université Laval

Pour l'université de Tours

La Rectrice
Mme Sophie D'Amours

Le Président
M. Arnaud Giacometti

*Texte approuvé en Conseil d'Administration
du _____*



MEMORANDUM OF UNDERSTANDING



between

University of Tours (France)

and

Pondicherry University (India)

Considering the Articles D123-15 to D123-22 from the French Law of Education and the Bill °2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the legislation in force in India and in the Indian Union Territory of Pondicherry,

Desirous of developing a friendly relationship between France and India, the University of Tours and Pondicherry University, have decided to enter the following agreement so as to promote exchanges between the above-mentioned universities.

1. The partners will endeavour, whenever possible, to encourage contact and co-operation in the fields of tuition and/or research between their different departments. They will collaborate in fields that are within their scope of competence, such as:
 - Joint research and tuition activities;
 - Exchange of university documentation and publications;
 - Exchange of faculty members for research purposes;
 - Student exchanges (study abroad program, supervised project and internship), providing students fulfil the universities requirements for enrolment.
2. The themes of the joint projects and the terms for the exchanges will be negotiated case by case, and will be finalised by separate agreements which will detail the implementation and financing of each individual project, taking into account the availability of funds of each university.
3. The present agreement will become valid after signature by both parties and approval by the relevant authorities. This agreement will be effective for a period of five (5) years. The relevant authorities must approve renewal.
4. This MOU is only to express the intentions of the Parties. The expressed intentions are not binding and no legally binding obligations are intended to, or do, arise as a consequence of the signing of this MOU. Actions taken by either Party in reliance on this MOU will be at that Party's sole risk. Both parties acknowledge that this MOU and all

subsequent agreements shall comply with all applicable laws, policies, and procedures.

The University of Tours

Pondicherry University

The President

The Registrar

Prof. Arnaud GIACOMETTI

Dr. Amaresh SAMANTARAYA

*Approved by UT Administration Board
on*



MEMORANDUM OF UNDERSTANDING



between

The University of Tours, France

and

Chiang Mai University, Thailand

Considering the Articles D123-15 to D123-22 from the French Code of Education and the Bill °2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the Legislation in force in Thailand: National Education Act and Chiang Mai University Act,

Desirous of developing a friendly relationship between France and Thailand and the University of Tours and Chiang Mai University, the parties agree to the renewal of their Memorandum of Understanding to enhance educational and cultural exchange opportunities for students and to promote mutually beneficial academic linkages.

1. The partners will endeavour, whenever possible, to encourage contact and co-operation in the fields of tuition and/or research between their different departments. They will collaborate in fields that are within their scope of competence, such as:

- Joint research and tuition activities
- Exchange of university documentation and publications
- Exchange of faculty members for research purposes
- Student exchanges (study abroad program, supervised project and internship), providing students fulfil the universities requirements for enrolment.

2. The themes of the joint projects and the terms for the exchanges will be negotiated case by case, and will be finalised by separate agreements which will detail the implementation and financing of each individual project, taking into account the availability of funds of each university.

3. The present agreement will become valid after signature by both parties and approval by the relevant authorities. This agreement will be effective for a period of five (5) years. The relevant authorities must approve renewal.

4. This MOU is only to express the intentions of the Parties. The expressed intentions are not binding and no legally binding obligations are intended to, or do, arise as a consequence of the signing of this MOU. Actions taken by either Party in reliance on this MOU will be at that Party's sole risk. Both parties

acknowledge that this MOU and all subsequent agreements shall comply with all applicable laws, policies, and procedures.

Dated
The University of Tours,

Dated
Chiang Mai University

The President

The President

Prof. Arnaud GIACOMETTI

Prof. Niwes NANTACHIT, M.D.

Approved by UT Administration Board

on

AGREEMENT OF COOPERATION

**BETWEEN
UNIVERSITY OF TOURS
AND
CHUO UNIVERSITY**

Considering the Articles D123-15 to D123-22 from the French Code of Education and the Bill  2015-668 of June 15th regarding international cooperation of public higher education establishments under the authority of the French Competent Ministries,

Considering the Legislation in force in Japan,

The University of Tours, France, and Chuo University, Tokyo, Japan, wishing to enhance relations between the two universities and to develop academic and cultural exchange in the areas of education, research, and other activities, agree to work together toward the internationalization of higher education and to renew their agreement of cooperation, initially signed on November 21st 2016.

The areas of cooperation will include any program offered at either university that is felt to be desirable and feasible for the development and strengthening of cooperative relationships between the two universities. However, any program shall be subject to mutual consent, availability of funds, and approval by each university. Such programs may include:

- a. Exchange of faculty members
- b. Exchange of students (study abroad program, supervised project and internship), providing students fulfil both universities requirements for enrolment.
- c. Joint research projects
- d. Joint conferences
- e. Joint cultural programs

The terms of such mutual assistance and cooperation shall be discussed and agreed upon in writing by the appropriate responsible officers of both institutions prior to the initiation of any particular program or activity.

This agreement will become effective upon signing and shall be effective for five (5) years and may be renewed by mutual consent, after approval by the relevant authorities; however, either university may terminate the agreement by giving six-month notice of such intent in writing.

Nevertheless, any termination will not interfere with activity or activities already in progress.

This agreement is only to express the intentions of the Parties. The expressed intentions are not binding and no legally binding obligations are intended to, or do, arise as a consequence of the signing of this agreement. Actions taken by either Party in reliance on this agreement will be at that Party's sole risk. Both parties acknowledge that this agreement and all subsequent agreements shall comply with all applicable laws, policies, and procedures.

The text of this Agreement is drawn up in English and signed in two original copies, one for each party.

UNIVERSITY OF TOURS

CHUO UNIVERSITY

Arnaud Giacometti
President

Hisashi Kawai
President

Date:_____

Date:_____

*Approved by UT Administration Board
on*