



**University
of Victoria**



Memorandum of Understanding

between

UNIVERSITY OF VICTORIA
Division of Continuing Studies
CANADA

and

UNIFESSPA – UNIVERSIDADE FEDERAL DO SUL E SUDESTE DO PARÁ
BRAZIL

THIS AGREEMENT made as of October 11, 2023 between **UNIVERSITY OF VICTORIA**, as represented by its Division of Continuing Studies, 3800 Finnerty Road, P.O. Box 1700 STN CSC, Victoria, B.C. V8W 2Y2 (“UVic”), and **UNIFESSPA – Universidade Federal do Sul e Sudeste do Pará**, Folha 31, Quadra 7, Lote Especial, s/n, bairro Nova Marabá, Marabá, PA (“UNIFESSPA”) (UVic and UNIFESSPA are individually a “Party” and jointly the “Parties”) WITNESSES THAT the Parties agree as follows:

Purpose

The Parties enter into this Agreement related to the delivery of language services and educational programming, for the purpose of furthering potential cooperation in both education and academic learning experience. UVic and UNIFESSPA hereby affirm their intent to explore possible cooperation as will be of mutual benefit to their respective universities. Academic cooperation and exchange is considered here to include but is not limited to:

- a) Facilitation of the study of English as an Additional Language by students, teachers and staff of UNIFESSPA.
- b) Coordination of cultural activities for students, teachers and staff of UNIFESSPA.
- c) Exchange of data, documentation, and research materials in fields of mutual interest.

The two Parties agree that this Memorandum of Understanding is not a legally binding document but rather a statement of the common intent to engage in mutually acceptable cooperation to identify potential opportunities for academic cooperation and exchange. Details of the implementation of any particular initiative resulting from this agreement shall be negotiated between the two universities as each specific case may arise and will result in a separate agreement.

Term

1. This Agreement is effective on signature of both Parties and shall continue until terminated by either Party or until December 31, 2024 (the “Term”).
2. A minimum of three (3) months’ written notice is required from either party to revise, renew or terminate the agreement.
3. In the event of termination, all commitments to Participants already registered in a Program will be honoured.

UVic Obligations

4. UVic will:
 - a. Offer English as an Additional Language programs through the UVic Division of Continuing Studies. For up-to-date program information, please visit: www.uvic.ca/elc;
 - b. Make every effort to provide UNIFESSPA with promotional materials including website links, digital flyers, videos and brochures for distribution to potential participants;
 - c. With prior authorization of the Participant, provide UNIFESSPA with the Participant’s grades;
 - d. Provide on-campus Participants with a UVic identification card allowing access to UVic facilities and services;
 - e. Provide mandatory health insurance for the duration of the program, for a fee;
 - f. Provide accommodation options for students when possible and available. This includes the UVic dormitories and the Homestay program. UVic dormitories are normally available to the ELC students during summer, and homestay availability varies at different times;
 - g. For the Term of this Agreement, offer Participants a 20% discount off the regular price Tuition Fee for open enrollment **on-campus English Language** programs. This discount applies to direct registration through UNIFESSPA only.

- h. For the Term of this Agreement, offer Participants a 20% discount off the regular price Tuition Fee for open enrollment **online English Language** programs “Intensive English-Online” and “University Admission Preparation-Online” and a 15% discount off the regular price Tuition Fee of “English for Global Communication” and “Cultural Discovery” courses. These discounts apply to direct registration through UNIFESSPA only.
- i. For the Term of this Agreement, confirm customized program terms, fees and content through a separately signed Program Delivery Agreement (PDA) with UNIFESSPA.

Partner University Obligations

5. UNIFESSPA will:
 - a. Promote the courses, programs and discounts offered by UVic to students, teachers and staff at all units and campuses;
 - b. Adhere to UVic policies and processes: <https://continuingstudies.uvic.ca/elc/how-to-apply/policies>
 - c. Attest to the Participants’ affiliation with UNIFESSPA as of the date of Participants’ registration with UVic;
 - d. Act solely as a facilitator for the purposes of implementing this Agreement and assume no obligation for Participants’ actions, behaviour or financial commitments;
 - e. Support students in their admissions processes to the programs offered by UVic, following the normal application procedures and meeting all the standard admission requirements established by the UVic Division of Continuing Studies;
 - f. Ensure that Participants are aware of and meet the minimum language requirements of the English Language Centre as a prerequisite for registration by completing the online English test with a minimum score of 85% pass: www.uvic.ca/elc/testing.

Participants’ Obligations

6. Participants will:
 - a. Be 18 years old or older by the start date of on-campus and online English language programs;
 - b. Meet Canadian visa requirements for travel to Canada to attend on-campus programs;
 - c. Read, understand and follow all applicable guidelines and application deadlines;
 - d. Buy medical insurance for the duration of the program through the mandatory ‘Student Services’ fee applied to registration in all on-campus programs;
 - e. Be responsible for payment of Tuition & Activities Fee and other student compulsory fees to UVic;
 - f. Adhere to program refund and transfer policies and processes, as stated on the website: continuingstudies.uvic.ca/elc/how-to-apply/policies/refunds-and-transfers-of-fees
 - g. Abide by all applicable UVic policies, the laws of Canada and the laws of the Province of British Columbia;
 - h. Be responsible for all travel arrangements to arrive in Victoria, BC on or before the program arrival date.

Notices

7. All notices provided for in this Agreement shall be in writing and shall be delivered to the parties at the following address unless changed in writing.

For UVic:

Department: Division of Continuing Studies
Name/Position: Kirsten Kopp, Assistant to the Dean
Telephone: 1-250-721-8456

E-mail: uvcsasst@uvic.ca

Address: PO Box 1700, STN CSC, Victoria, BC, V8W 2Y2, Canada

For UNIFESSPA:

Department: Gabinete da Reitoria

Name/Position: Francisco Ribeiro da Costa

Telephone: (94) 2101-7150

Email: gabinete@unifesspa.edu.br

Address: Folha 31, Quadra 7, Lote Especial, s/n, bairro Nova Marabá, Marabá, PA.

General

8. The two Parties agree that:
- a) This Agreement is the entire agreement between the Parties with respect to its subject matter. The headings and section numbers in this Agreement are included for convenience of reference only and shall not affect its interpretation or meaning.
 - b) This Agreement cannot be delegated or assigned by either Party without the prior written consent of the other, shall be governed by and construed according to the laws of British Columbia and shall endure to the benefit of and be binding upon the successors and the permitted assigns of the Parties.
 - c) No variation or modification of this Agreement and no waiver of its provisions or conditions shall be valid unless in writing and signed by a duly authorized signatory for each Party.
 - d) This Agreement may be signed by separate counterparts, which may be transmitted by email or facsimile, and each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one instrument. Agreements transmitted electronically and electronic signatures on documents shall be considered to be as effective and binding as original documents and original signatures.

This Agreement has been executed on behalf of each of the Parties by the authorized signatories indicated below.

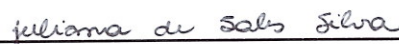
UNIVERSITY OF VICTORIA
by its Authorized Signatories



Dr. Jo-Anne Clarke
Dean, Division of Continuing Studies

Date: 18 January 2024

**UNIFESSPA – Universidade Federal do Sul e
Sudeste do Pará**
by its Authorized Signatories



Prof. Dr. Francisco Ribeiro da Costa

Date: 22/01/2024



Dr. Seppy Masoodi
Director, English Language Centre

Date: 18 January 2024