

**Letter of Agreement
Between
University of the Fraser Valley (UFV)
And
XXXXXXXXXX(XXXX)**

The University of the Fraser Valley and XXXXX agree upon the following terms and conditions in connection with forming a facilitation program for **international students** wishing to continue their education in Canada. The joint application -transfer program is designed to facilitate international student continuance from high school studies at XXXX to university programs at UFV. This Letter of Agreement is not intended to be all inclusive or to cover all eventualities or issues that may arise out of this linkage; it is intended to outline the general principles of the agreement and to reflect the spirit of cooperation between the two schools.

UFV and XXXX agree:

APPLICATION PROCEDURE

1. Students will apply to XXXX and UFV concurrently. Students will do so by submitting the following: completed XXXX and UFV application forms, all other prerequisites required for both XXXX and UFV and the current UFV non-refundable application fee (currently \$150.00 Cnd) to XXXX. The application fee of \$150.00 will be forwarded to UFV forthwith.
2. Qualified students will be accepted to the XXXX High School program and will normally be expected to successfully complete the XXXX High School program in one to three years.
3. Students who meet the UFV academic program entrance requirements and the UFV English language proficiency requirements will be accepted in a four-year bachelor degree, two-year diploma or other university programs. UFV reserves the right to deny admission into a program if the student fails to meet the UFV requirements. All normal admission procedures and regulations will be followed.
4. Students who do not meet the academic program entrance requirements and/or the UFV English language proficiency requirement may begin study at UFV in pre university access programs such as English Second Language, College and Career Prep or the University Foundation Program. All normal admission procedures and regulations will be followed.
5. Upon completion of clause 1 above, and upon the approval of both XXXX and UFV, UFV will provide the student with:
 - (a) A conditional preliminary letter of acceptance to UFV outlining the terms and conditions of acceptance; and
 - (b) a supporting letter for Immigration Canada confirming the student has been conditionally accepted to UFV (draft attached).

UFV ACCEPTANCE

6. Students are not guaranteed admission until they are issued an official letter of acceptance. This letter will normally be issued in the last semester of the student's high school program. UFV academic requirements and all other regular conditions must be met to receive the final official letter of acceptance.
7. In accordance with regular UFV procedures a formal letter of acceptance will be issued upon receipt of official transcripts and payment of all required tuition and student fees.
8. Tuition fees must be paid to UFV in accordance with UFV tuition payment deadlines. Students who do not pay their tuition and fees in accordance with the UFV payment deadlines cannot be guaranteed placement in the program or courses of their choice.
9. Students transferring to UFV upon completion of their program at XXXX will receive a first semester a bursary of 15% of the current tuition fees.
10. Students transferring to UFV upon completion of their program at XXXX are subject to the same academic regulations and policies as those pertaining to all international students regularly enrolled at UFV.

DUTIES AND RESPONSIBILITIES

11. XXXX will assist students with their application to UFV by informing them of the deadlines and any other rules, regulations or policies pertaining to their application and transfer to UFV.
12. Both parties agree to work cooperatively to establish the procedures and transactions required for the administration of this cooperation. Both parties will provide assistance, guidance and information to each other as necessary and appropriate.
13. To assist XXXX with their promotional and recruitment endeavors, UFV shall grant permission to XXXX to advertise in XXXX's calendar starting from the date this agreement is executed about the transfer program. The advertisement will only go into print upon agreement of the said parties, UFV and XXXX. Also, UFV shall grant permission to XXXX to include a web-link, on its web-page, to the UFV website. It is understood that XXXX will not claim that UFV sponsors or endorses XXXX site content in any way.
14. Any other requests by XXXX to use UFV's name or logo for advertising and promotion must be discussed with and approved by UFV, on a case-by-case basis.
15. UFV will provide XXXX with a range of marketing materials for the purpose of promotion and UFV will make presentations at XXXX's organized student information sessions to promote its programs.
16. Neither party shall discriminate on the basis of race, color, religion, national origin, ancestry, gender, age, marital status, familial status, sexual orientation or disability in connection with the conduct of this Agreement.

INDEMNIFICATION

- a. UFV shall indemnify, defend, and hold harmless XXXX , its Board of Directors, officers, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by UFV, or any of its officers, employees, or agents.
- b. XXXX shall indemnify, defend, and hold harmless UFV, its Board of Trustees, officers, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by XXXX, or any of its officers, employees, or agents.
- c. The parties agree that, if by reason of strike or other labour disputes, civil disorders, severe weather, acts of God, or other cause beyond the control of the party seeking to invoke this paragraph, either party is unable to perform entirely its obligations, such non-performance shall not be considered a breach of this Agreement.
- d. This Agreement shall be subject to all Canadian laws, treaties, regulations, orders, and decrees, and any delay in, or termination of performance due to such laws, specifically including the treaties, regulations, orders or decrees shall not be considered a breach of this Agreement.
- e. Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.
- f. This Agreement may be terminated by either UFV or XXXX by written notification duly signed by an authorized officer of the notifying party. This notice of termination must be received by the other party no later than 4 months before the beginning of the semester in which the termination is to become effective. In addition, either party shall have the right to terminate this Agreement upon sixty (60) days notice where the other party has breached any of its obligations under this Agreement and such breaching party fails to remedy such breach within the sixty (60) day notice period. Any notice to either party under this Agreement must be made in writing signed by the party giving it and shall be served either personally or by First Class Registered or Certified Mail or by overnight or expedited delivery.
- g. Students accepted to UFV prior to termination will not be affected by the termination and will continue to receive the benefits and privileges outlined in this Letter of Agreement.

This document shall be effective immediately and shall remain effective for three years and be automatically renewed unless either party decides to terminate it or if it is replaced by another agreement.

For and on behalf of

For and on behalf of

XXXXXXXXXX

University of the Fraser Valley

XXXX

Karola Stinson,
Director, UFV International

Date

Date