

Memorandum of Agreement

on Student, Teaching staff & Staffmember Exchange and *other international activities*

between

**Inholland University of Applied Sciences, Faculty Marketing, Tourism & Leisure / Faculty
Management, Finance & Law, the Netherlands**

and

**Ternopil National Economic University, Ukrainian- Dutch Faculty of Economics and
Management**

Parties

**Party A: Inholland University of Applied Sciences, The Netherlands (Faculty Marketing, Tourism &
Leisure / Faculty Management, Finance & Law) ("Inholland")**

**Party B: Ternopil National Economic University, Ukrainian- Dutch Faculty of Economics and Management
("TNEU")**

Background

Within the context of a mutual desire to promote, encourage and facilitate the internationalisation of higher education, Inholland and TNEU agree to cooperate with each other in accordance with the terms set out in this Memorandum of Agreement.

This agreement including the annexes is a memorandum of agreement as meant in the Agreement of Cooperation signed by both parties in November 2008.

Part 1 : Non-exchange related international activities

Both parties herewith agree as follows:

1. General conditions

1.1 Both parties agree to participate in the following activities:

- Student projects of short duration (one week)

-
- Staff participation in conferences and international weeks

2. Language of instruction

Tuition and assessment at both parties under the terms of the activity shall be in English, unless parties decide otherwise. Both parties shall be responsible for the quality of the English language used by participants in terms of the activity.

3. Financial arrangements

- 3.1 Each party shall bear its own administrative and organizational costs in relation to the development and operation of this agreement and the delivery and assessment of its own products.
- 3.2 Marketing, publicity and associated costs for the recruitment of students and lecturers to the specified activity will be the responsibility of both institutions if applicable.
- 3.3 Each party shall bear the costs of visits by its own representatives to the other institution for the purpose of implementing this agreement

4. Quality assurance

- 4.1 Each party is responsible for maintaining, monitoring and evaluating its own arrangements to assure the quality of the activity leading to the gain of credits of the program for which it is responsible.
- 4.2 Both parties agree to enter this agreement on the understanding that the quality procedures used by Inholland and TNEU are acceptable and considered to achieve standards consistent with those used for activities at a comparable academic level by TNEU and Inholland respectively.
- 4.3 Each institution will monitor the agreement on an annual basis and will make available to the other any information required in order to make the monitoring possible.

5. Responsibilities of both parties

Inholland as well as TNEU will be responsible for the following:

1. Ensuring that all teaching staff in the specified activities at both universities are appropriately qualified and sufficiently up to date in their subject areas. Where necessary, both parties are responsible for arranging suitable training.
2. Ensuring that students participating in the specified activities are assessed to a standard as specified in the academic documentation of both institutions and are in accordance with the relevant quality assurance procedures
3. Appointment of a program coordinator by each institution who will act as liaison officers
4. Providing each other's students and staff with current details of the specified program/activity

Part 2: Student exchange

Both parties agree the following:

General

Parties agree to engage in the following student exchange arrangement, and therefore receive a certain number of students of the other party each academic year; the number of students will be agreed at a date no later than 6 months in advance. For the first year of the agreement and for each succeeding year unless changed by mutual consent, the limit shall be four semesters (for Inholland: two semesters for Faculty Marketing, Tourism & Leisure and two semesters for Faculty of Management, Finance & Law). These semesters could be used by two students, each enrolling for two semesters, or up to four students, each enrolling in one semester, unless parties decide otherwise.

1.1 Obligations exchange students:

1. register or remain registered with their home institution. No tuition fees will be payable to the host institution for the entire duration of the exchange;
2. fulfil the acceptance criteria of the host institution and shall to be subject to the same rules and regulations as local students of the host institution;
3. responsible for their own financial support and living expenses and at least for:
 - a) Official approval from the home institution for subjects taken at the host institution
 - b) Travel to and from the host institution
 - c) Travel documentation, visa, etc.
 - d) Accommodation and living expenses
 - e) Health coverage relevant to the host institution and host country
 - f) Personal travel within the host country
 - g) Student unions, excursions, sport facility fees
 - h) Books & stationery
 - i) His/her own safety during the exchange period. If safety issues arise the students shall contact both the international office of the host institution and the home institution to agree on adequate action. If the home institution advises a student to return to the home institution and the student decides to stay, the student is fully responsible for any consequences of this decision.

1.2 Obligations institutions:

1. The host institution will endeavour to assist incoming students in securing suitable accommodation and in orientating themselves to the new environment;

2. In completion of the exchange, the host institution will provide a statement of results (transcript) obtained to the exchange students;
 3. Exchange students will be granted full academic recognition by their home institution for work successfully completed during their study period at the host institution. Such recognition arrangements will make use of ECTS wherever possible.
- 1.3 The host institution bears no responsibility for providing funds or benefits to visiting exchange students other than those specified in or pursuant to this Agreement. And the host institution shall not be liable, legally or financially, to the exchange students or host families, for any loss, action, cost for expenses arising from accommodation arrangements.

Part 3: Teaching staff and staffmember exchange

Both parties agree the following:

General

Parties agree to engage in the following Teaching Staff and Staff member exchange arrangement, and therefore receive a certain number of teaching staff and staff members of the other party each academic year; the number of teaching staff and staff members will be agreed at a date no later than 6 months in advance:

1.1 Obligations teaching staff and staff members:

1. continuation of receiving salary from the home institution during the period of the exchange;
2. fulfil the acceptance criteria of the host institution and shall to be subject to the same rules and regulations as local teaching staff and staff members;
3. responsible for their own financial support and living expenses and at least for:
 - a) Official approval from the home institution for the teaching staff and/or staff member program agreed upon at the host institution
 - b) Travel to and from the host institution
 - c) Travel documentation, visa, etc.
 - d) Accommodation and living expenses
 - e) Health coverage relevant to the host institution and host country
 - f) Personal travel within the host country
 - g) Stationery

1.2 Obligations institutions:

1. the host institution will endeavour to assist teaching staff and staff members in securing suitable accommodation and in orientating themselves to the new environment;
2. agree upon a suitable program and work plan for teaching staff and/or staff members.

1.3 The host institution bears no responsibility for providing funds or benefits to visiting teaching staff and staff members other than those specified in or pursuant to this Agreement. And the host institution shall not be liable, legally or financially, to the teaching staff and staff members, for any loss, action, cost for expenses arising from accommodation arrangements.

3. Initial duration and renewal

- 3.1 This Agreement shall be effective upon signing by both parties and shall remain in effect for an initial period of two academic years (2011-2012, 2012-2013) .
- 3.2 At the end of the initial period referred to in the previous section this Agreement shall be automatically renewed unless terminated by either party by giving six months prior written notice.
- 3.3 After the initial period referred to in the first section of this article either party may terminate this Agreement at the end of any academic year by giving six months prior written notice.

4. General conditions

The conditions of the MoU are applicable to this Agreement, unless otherwise stated.

Modifications of this agreement, including annexes, will be made, for instance when adjustments are required maintain compliance with legislation and/or requirements and regulations concerning tuition fees and conditions of admission and enrolment of both parties.

5. Legal disputes

- 5.1 Disputes between parties in respect of this agreement shall in principle be solved by mutual agreement.
- 5.2 In the event of any legal disputes in respect of individual students the law of the country where the dispute arises shall apply.
- 5.3 The original of this agreement shall be drawn up in duplicate in the English language. Translations into other languages are non-valid between parties.

Party A

Inholland University of Applied Sciences,
Faculty of Marketing, Tourism and Leisure

Name: Elvire Biegel

Date: 15-02-2012

Signature: _____

Party B

Ternopil National Economic University

Name: Serhiy Yuriy, Rector TNEU

Date: 02.04.2012

Signature: _____



Party A

Inholland University of Applied Sciences,
Faculty of Management, Finance and Law

Name: Eric Westhoek

Date: 15-02-2012

Signature: _____

Party B

Ternopil National Economic University
Ukrainian-Dutch Faculty of Economics and
Management

Name: Lyudmyla Havrylyuk-Yensen, Dean

Date: 02.04.2012

Signature: _____

