

Approbation de l'accord de mobilité
étudiante entre l'IUT GEA d'Auch et le
Centennial College de Toronto (Canada)

Commission de la Formation et de la Vie Universitaire
du 11 mars 2025

Délibération 2025/03/CFVU – 35

Vu le code de l'éducation, notamment son article L.712-6-1 ;


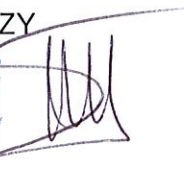
Vu les statuts de l'Université de Toulouse, notamment son article 35 ;

Après en avoir délibéré, les conseillers approuvent l'accord de mobilité étudiante entre l'IUT GEA d'Auch et le Centennial College de Toronto (Canada).

Toulouse, le 11 mars 2025

La Présidente

Odile RATZY



Nombre de membres : 41
Nombre de membres présents ou représentés : 22

Nombre de voix favorables : 22
Nombre de voix défavorables : 0
Nombre d'abstentions : 0
Ne prennent pas part au vote : 0
Nombre de votes blancs : 0

Memorandum of Agreement

Between

**The Centennial College of Applied
Arts & Technology**

And

**The Université de Toulouse
IUT Toulouse Auch Castres**

Regarding

Student Exchange

MEMORANDUM OF AGREEMENT (“MOA”)

BETWEEN

**The Centennial College of Applied Arts & Technology
PO Box 631, Station A, Toronto, Ontario M1K 5E9**

AND

**Université de Toulouse
118 Route de Narbonne, 31062 Toulouse Cedex 9**

REGARDING

Student Exchange

Whereas, in order to strengthen the relationship between the Collaborating Organizations (as defined below) and to encourage cooperation at all levels, the Collaborating Organizations now wish to commence collaboration in a structured manner and enter into this MOA to further their goals for student exchanges:

1. Parties

The MOA is between The Centennial College of Applied Arts & Technology (“Centennial”) and Université de Toulouse (“UT”). These two organizations collectively will hereinafter be referred to as “Collaborating Organizations” and individually as a “Collaborating Organization”.

2. Purpose

The purpose of the MOA is to establish opportunities for students to further enhance their academic and professional experiences by exploring unique and distinct learning and professional opportunities in another jurisdiction.

3. Objectives of the MOA

The Collaborating Organizations wish to enter into a student exchange MOA.

4. Details of the MOA

- a. Students must have completed at least one (1) academic year of their program at either Collaborating Organization at the time of departure to be eligible for a one (1) semester exchange, subject to availability in the program.
- b. Student exchange does not cover English as a Second Language courses, which are administered separately from postsecondary academic programs.
- c. Students will be exchanged on a 1:1 basis, with each Collaborating Organization sending up to two (2) students per academic year, for the regular academic term. In the case of summer programs, students will be exchanged on a 1:3 basis, where one (1) spot in the regular academic term will equal three (3) spots in a summer program.

- d. The maximum number of students may be increased provided both Collaborating Organizations are in mutual agreement.
- e. While equal numbers may not be possible in any given year, efforts will be made to exchange an equal number of students over the duration of this MOA.

5. Additional Terms and Conditions for Articulation

- a. Collaborating Organizations will provide students with access to exchange information regarding programs, eligibility, admissions and program requirements that pertain to the MOA.
- b. Each Collaborating Organization will develop its own process for identification of eligible students to participate in the exchange. Students selected for the exchange will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status or physical handicap. The Collaborating Organizations will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the MOA, subject to the provisions of the policies and requirements of each of the Collaborating Organizations. Any violation of these principles will be considered grounds for terminating the MOA.
- c. Students selected to participate in the exchange should have an adequate level of skill in the language of instruction to be able to follow classes in this language. Students are expected to possess the level of language competency required by international students to meet the program admission requirements. Exchange students will be required to submit language test scores as required by the host Collaborating Organization.
- d. The host organization will retain the right to deny admission to any student who does not meet its admission criteria for exchange students.
- e. Student exchange participants will pay all fees specified to the home organization. Additional fees, such as health insurance, may be charged by the receiving organization. Such fees will be agreed upon between organizations prior to the exchange and will be identified in an implementation document outlining payment dates and parties responsible for payment.
- f. Students will be responsible for the cost of their own transportation, room and board, books, student visa if required, and all incidental expenses involved in the period of study abroad.
- g. Students must demonstrate proof of enrolment in a health insurance plan. All exchange students attending Centennial College must purchase Centennial's health insurance policy.
- h. The host organization will assist the students in finding accommodation and will orient them to campus life upon their arrival.

- i. During the exchange, students will remain registered in their home organization and be accountable to all policies and procedures as they relate to student performance, behaviour and accountability.
- j. Participating students will pursue an academic program according to the standards of the host organization and observe all policies and rules, academic and otherwise, of the host organization. The host organization will promptly notify the home organization if the host organization becomes aware that any exchange student is failing to meet or abide by the relevant standards, policies or rules, or is otherwise creating concern for the host organization. The parties will cooperate in good faith to resolve any student issues that may arise. The host organization will have the right to terminate any student's participation in accordance with the policies and procedures governing its own students, provided, that the host organization has previously informed the home organization of its concerns as provided above and has given the home organization an opportunity to help resolve the issue before a termination occurs.
- k. Students admitted to Collaborating Organizations under the MOA will have all the same rights and privileges that are generally granted to all other students not covered by the MOA.
- l. Each Collaborating Organization will formally evaluate the students' academic achievements through the normal channels of evaluation, as per the individual course requirements. Students will receive grades consistent with the host organization's standard practices and policies. Upon completion of the exchange, each Collaborating Organization will provide students with an official transcript.
- m. Upon any major curriculum changes to programs covered by the MOA the other Collaborating Organization must be notified of such change in writing. If the notified party does not believe the changes support the MOA, the notified party must express this as soon as reasonably possible and may rightfully elect to consider the MOA null and void.

6. Confidentiality and Intellectual Property

- a. The parties agree and declare that the ownership of any intellectual property contributed, supplied or disclosed by a party in connection with or for any purpose related to the subject matter of this MOA shall, together with any development, improvement, amendment or modification, remain the sole and absolute property of that party or the person under whose authority that party has contributed, supplied or disclosed the same. For the avoidance of doubt, all pre-existing intellectual property and updates, developments, amendments, modifications, or improvements to such intellectual property shall remain vested in and be absolute property of the original owner
- b. Neither party transfers ownership in nor grants any license to use any proprietary material (including copyrightable material, curriculum, computer software, logos, corporate marks, product marks, identifiers, or trademarks), to the other party except as specifically provided in this MOA. The Collaborating Organizations shall protect the other party's proprietary material in the same manner it would protect its own

proprietary information and shall report to the other party any violations of the other party's proprietary rights of which it becomes aware.

- c. The name and logos of each Collaborating Organization are the intellectual property of that Collaborating Organization, and may not be used without express written permission for each specific usage.
- d. A party shall notify the other of any intellectual property conceived or made during the term of this MOA. Unless otherwise specified in the MOA, the Collaborating Organizations hereby grant to each other a royalty-free license to use any such intellectual property for non-commercial, educational or research purposes.
- e. In the event that any jointly-owned intellectual property arising directly from the activities developed under this MOA will be commercialized, the Collaborating Organizations shall negotiate the division of net royalties based on inventorship or authorship as applicable prior to such commercialization.
- f. Each party acknowledges that Confidential Information disclosed to it by the other party is confidential and that such Confidential Information is the exclusive property of the other party and will be used exclusively, and only to the extent necessary, for the specified purpose and not for any other purpose.
- g. "Confidential Information" shall mean information stored in any format in any way, relating to:
 - i. prospective students, students, current or former students, officers, personally identifiable information of any prospective students, current or former students and officers, curriculum, business transactions, charges, records, financial affairs, trade secrets, products, services, systems, methods, designs, specifications, formulae, strategies, negotiations of contracts, price lists, pricing policies, quoting procedures, financial information, marketing information, marketing techniques and arrangements, mailing lists, employee data and other materials or information (whether or not similar in nature to the foregoing) relating to the disclosing party's activities;
 - ii. discoveries, concepts and ideas, including the nature and results of plans, procedures, formulae, technology, techniques, "know-how" and designs; and
 - iii. any other materials or information (whether or not similar in nature to the foregoing) which are not generally known to others engaged in similar activities or which the receiving party knows or has reason to know is confidential, trade secret or proprietary information of the disclosing party;
- h. Notwithstanding the foregoing, "Confidential Information" shall not mean information:
 - i. which is now, or subsequently, in the public domain (other than as a result of disclosure by the receiving party in violation of this MOA);
 - ii. which is already in the lawful possession of a party prior to its receipt from the other party;

- iii. which is independently developed by a party without use or reference to the Confidential Information of the other party;
 - iv. which is lawfully obtained by a party from a third party who does not have an obligation of confidentiality; or
 - v. which is disclosed pursuant to a court order, legal compulsion or in accordance with legislation.
- i. The parties acknowledge and agree that it is their mutual intent to limit access to Confidential Information, to the extent reasonably practicable, while permitting each party to efficiently fulfill its obligations under the MOA. Each party will only access and use Confidential Information during the term of the MOA to the extent required for it to fulfill its obligations under the MOA. Each party will use the same degree of care to protect the confidentiality and security of documents, materials and information, which by their nature ought to be treated as confidential, from disclosure to third parties as it uses to protect its own confidential information of similar importance (but in any event, no less than reasonable care).
 - j. In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by law, regulation or other legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose.
 - k. The receiving party agrees that it will not, except to the extent authorized by the disclosing party in writing, use or disclose to any third party any such Confidential Information.
 - l. The Collaborating Organizations agree that monetary damages may not be a sufficient remedy for a breach of section 6. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach or the continuation of any such breach, without the necessity of proving actual damages.
 - m. Each party will at any time upon request by the other party, and immediately upon the termination or expiry of this MOA, promptly return or destroy all originals and copies of Confidential Information and all paper and electronic documents and other records containing Confidential Information, and any other property belonging to, or relating to the business of, the other party, except to the extent that a party is legally required to retain the Confidential Information.
 - n. Notwithstanding any other term of this MOA, each party recognizes and agrees that the other party may have independent obligations under freedom of information and privacy protection legislation and that nothing in this MOA prohibits either party from complying with such obligations. Where Confidential Information is also the personal

information of an identifiable individual, each party acknowledges that it will only collect, disclose and use such information in accordance with the requirements established pursuant to privacy laws from both jurisdictions governing such information.

7. Insurance

Each Collaborating Organization will maintain all appropriate insurance coverages in the amount of five (5) million Canadian dollars (or equivalent) with a reputable insurance company (or equivalent self-insurance provision) applicable to its obligations under this MOA, for the term of this MOA and not less than six (6) years thereafter. Each Party will supply the other Party, on request, with appropriate evidence of such coverage or provision.

8. Indemnity

- a. Centennial shall at all times indemnify, save and keep harmless Université de Toulouse, its officers, directors, trustees, employees, trainers, volunteers, agents and students from and against all suits, judgments, claims demands and losses (including, without limitation, reasonable legal expenses) incurred as a result of any claim, demand or action arising out of or in any way related to this MOA, unless the same is caused, or contributed to, by the negligence or willful act of an employee or agent of Centennial while acting within the scope of the MOA.
- b. Université de Toulouse shall at all times indemnify, save and keep harmless Centennial, its officers, directors, trustees, employees, trainers, volunteers, agents and students from and against all suits, judgments, claims demands and losses (including, without limitation, reasonable legal expenses) incurred as a result of any claim, demand or action arising out of or in any way related to this MOA, unless the same is caused, or contributed to, by the negligence or willful act of an employee or agent of Université de Toulouse while acting within the scope of the MOA.

9. Renewal, Amendment and Termination

- a. The MOA shall be effective on the date it is signed by both of the Collaborating Organizations.
- b. The MOA is to be renewed three (3) years from the date of signing.
- c. The MOA may be amended at any time through the written agreement of the Collaborating Organizations. The Collaborating Organization wishing to amend the MOA shall provide the other Collaborating Organization written notice of the nature of the amendment. Amendments will not reset the renewal date unless agreed to by both parties.
- d. The MOA may be terminated by either of the Collaborating Organizations at any time provided written notice is given three (3) months in advance to the other Collaborating Organization. This will not affect current exchanges, until the completion of said exchanges, unless agreed otherwise in writing between the Collaborating Organizations.

- e. Any amendment or termination of the MOA shall bear no effect on students currently participating in the exchange. If the MOA is amended or terminated, students enrolled in the exchange will be permitted to complete their studies, research or other activities in that exchange with all rights, privileges, resources, supports and faculty commitments that were explicitly or implicitly promised or otherwise conveyed at time of admission into the program. Any mutually agreed amendment will not affect exchanges in progress, until the completion of said exchanges, unless agreed otherwise in writing between the Collaborating Organizations.

10. Dispute Settlement

Without limiting any other provision of this MOA, the parties hereto agree that each of them will make bona fide efforts to resolve by amicable negotiations any and all disputes arising out of or pertaining to this MOA.

11. Execution and Notice

For the purpose of executing activities under this MOA, the responsible parties will be:

Centennial:

Dr. Glen Lowry
Vice Président associé
Recherche appliquée, Hyflec Learning et partenariats académiques
(416) 289-5000x52327
glowry@centennialcollege.ca

Université de Toulouse:

Mikael AKIMOWICZ
Economiste, Professeur associé IUT
(+33) 7 84 97 85 95
Mikael.akimowicz@iut-tlse3.fr

Any notice or demand to be given to any party to this MOA shall be in writing and shall be either: (a) personally delivered; or (b) sent by e-mail to the respective responsible party. Any notice given by personal delivery shall be deemed to have been received on the date of delivery. Any notice given by e-mail shall be deemed to have been received on the second business day following the date of e-mailing.

12. General

- a. **No Assignment.** This MOA is non-assignable by either party without the prior written consent of the other party.
- b. **Governing Law.** The parties hereto agree that this MOA shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- c. **Jurisdiction.** All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this MOA shall be in the courts of Ontario in Toronto, Ontario.

- d. **Severability.** In the event that any provision of this MOA is found to be invalid, voidable or unenforceable, the parties agree that unless such provision materially affects the entire intent and purpose of this MOA, such invalidity, voidability or unenforceability shall affect neither the validity of this MOA nor the remaining portions herein, and that the provision in question shall be ineffective only to the extent of that invalidity, voidability or unenforceability.
- e. **Waiver.** No waiver of any provision of this MOA shall be binding unless executed in writing by the party granting the waiver. No waiver of any provision of this MOA shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.
- f. **Force Majeure.** Except as expressly provided otherwise in this MOA, neither party hereto will be liable for any failure or delay in its performance under this MOA due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, pandemic, labour shortage or dispute, or governmental act, provided that the party affected by such failure or delay gives the other party prompt notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- g. **Independent Contractors.** It is expressly understood and intended by the parties hereto that the organizations are independent contractors and not an employee, dependent contractor, agent, partner or joint venturer of each other. Nothing contained herein shall be deemed or construed to create between the parties hereto a partnership, employment relationship, dependent contractor relationship or joint venture. This MOA is entered in good faith and is not intended to be exclusive. It shall not affect the rights of the Collaborating Organizations to enter into other affiliations or working arrangements with other organizations.
- h. **Counterparts.** This MOA may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. A counterpart delivered by email (such as scanned into PDF format) shall constitute an original counterpart for all purposes of this MOA.

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed as of the date below:

Centennial:

TBA
President and CEO

Date: _____

Université de Toulouse:


Odile RAUZY
Présidente

Date: 31/03/2025

IUT de Toulouse Auch Castres:

Christine BARROT
Directrice

Date: _____