



MEMORANDUM OF UNDERSTANDING

for Collaboration of mobility among Institutions of Higher Education in the Dutch Caribbean

By this Memorandum Of Understanding the University of Curaçao Dr. Moises da Costa Gomez, the University of St. Martin, the Instituto Pedagógico Arubano (IPA) and the University of Aruba wish to jointly express their commitment as institutional partners and participants to strengthen regional collaboration in mobility in higher education.

Building on the earlier concluded UNICARIB initiative dating back to 2014;

Recognizing the need for collaboration to support and strengthen the education systems in the Dutch Caribbean;

Recognizing and respecting also the diverse traditions at all levels of education within the Dutch Caribbean;

Being committed to the Strategic Education Alliance, the SEA+ initiative and the carrying out of the various SEA projects approved by the four country consultation process in 2023;

University of Curaçao Dr. Moises da Costa Gomez, the University of St. Martin, the Instituto Pedagógico Arubano (IPA) and the University of Aruba hereinafter individually or jointly referred to respectively as "institution" or "institutions", agree to cooperate upon the principle of mutual benefit of students, faculty members and staff.

1. Definitions

For the purpose of this Agreement, the following definitions shall apply:

- host institution: the institution receiving students and/or staff;
- home institution: the institution sending students and/or staff;
- exchange student: a student participating in an exchange project or semester;
- fee-paying student: a student enrolling at the host university for the purpose of obtaining a degree, outside any of the student exchange agreements between the institutions;

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- staff or faculty member: an employee participating in any form of co-operation between the institutions;
- SEA +, the Kingdom Mobility Program;
- SEA, Strategic Education Alliance;
- Student: a student in the pre-academic, bachelor, master or PhD program.

A service level agreement will determine details of the collaboration between the individual institutions.

2. Institutions Commit to Collaborate and Promote the Following Activities

2.1. Student exchange

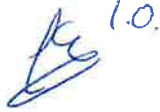


a) University of Curaçao Dr. Moises da Costa Gomez, the University of St. Martin, the Instituto Pedagogico Arubano (IPA) and the University of Aruba agree to exchange students during the academic year. One student enrolling for two semesters is equivalent to two students enrolling for one semester. Selection and Application will run via the International Office of the respective institution. If an International Office has not been established by the signing of this MOU, the institution will rely upon its University Executive Administration and Registrar to receive applications and select qualified students for exchange.

b) The home institution will screen applications from its students and nominate students to the host institution for invitation.


c) Each exchange student will register and pay tuition fees at their home institution. Exchange students will be registered as such at the host institution for the agreed period of study, and the host institution will not charge the exchange student any tuition fees for that period.

d) Exchange students who wish to obtain a degree at the host university will have to seek admittance to the degree programme in question and will have to register as fee-paying students. They will be charged the set tuition fees.

e) Upon completion of their exchange period at the host institution, the host institution will provide the home institution with transcripts of the academic results of the exchange students.


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- f) While at the host institution, exchange students will take courses with the approval of their home institution's academic advisors. A learning agreement will be drawn up, containing the details of the student's study programme at the host university. The learning agreement is drawn up and signed by the three parties involved (student, home institution, host institution) before the start of the exchange period. A student studying at Curaçao and Aruba can earn 30 ECTS per semester. 30 ECTS (European Credit Transfer System) is equivalent to 15 credits at USM.
- g) The host institution will evaluate the academic performance of all exchange students using the same criteria used for students enrolled in the programme of the host institution.
- h) In the event there is an academic appeal by the exchange student, while participating in the exchange programme, the academic appeal process of the host institution will apply.
- i) The host institution will make available to the exchange students those student services generally available to all students enrolled in its study programmes during the period of study under the exchange programme.
- j) Prior to departure from the home country, the home institution will provide the exchange student with a detailed briefing on the host institution and the host country. The host institution will provide the home institution with the material necessary to provide such a briefing.
- k) Exchange students are responsible for securing their own accommodation. However, the host institution will provide incoming exchange students with assistance in making accommodation arrangements for the exchange period, provided all application procedures are fulfilled.
- l) While participating in the exchange programme at the host institution, the exchange student will be responsible for the cost of travel expenses to and from the host country, accommodation in the host country, all books, equipment, consumables, health and liability insurance, and other incidental expenses. The host institution bears no responsibility for providing funds to an exchange student for any purpose.
- m) Language requirement waiver. All students are exempted from Language Proficiency requirements like TOEFL or IELTS. The institutions will select students whose language proficiency level is adequate enough to follow lectures and to participate in course work at an academic level in the language required by the host institution. If required, the institutions will issue a written language statement certifying the language proficiency of the selected student.




n) Purchase of health insurance coverage through an insurance plan administered by the host institution may be a requirement for exchange students. Students will be required to submit proof of valid health and liability insurance when registering with the host institution.

o) The host institution will assist, where needed, in handling immigration formalities. The exchange student is responsible to complete the procedure in a timely manner.

2.2. Faculty and Staff members exchange

The institutions agree to welcome visiting faculty and staff members from the other institution and try to motivate their staff to participate in staff exchanges.

a) The number, timing and duration of faculty and staff member exchanges may vary, according to the needs and wishes of the schools/departments involved.

b) Reasonable efforts shall be made to exchange equal numbers of faculty or staff members between the institutions.

c) The host institution shall not bear any financial responsibility for visiting faculty or staff member, except as may be arranged and explicitly documented for specific cases.

d) The host institution shall create adequate working conditions for visiting faculty and staff members and shall assist, where needed, in finding suitable accommodation and handling immigration formalities.

2.3 Curriculum development

The institutions share information about their curricula, expertise and support each other in the elaboration of complementing study programs and explore the possibilities of developing joint and dual programs and minors.


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3. Coordination

Each institution shall appoint a coordinator for this Agreement and keep the other institutions informed of the name and address of that person.

4. Duration of Agreement

a) This Agreement shall become effective per 24 June 2023 and it shall remain in force until terminated in accordance with clause 4(b) of this Agreement.

b) Each institution shall have the right to terminate this Agreement by providing a minimum of six (6) months written notice. Termination of this Agreement will take into account the rights of the students, faculty and staff already participating in or accepted for an exchange tenure to finish their stay.

5. Liability

a) No institution shall be responsible to any other institution for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or gross negligence.

b) An institution shall not be held liable or considered in default of its obligations hereunder if it is affected by failure or delay due to natural disasters, war, acts of terrorism or any other cause beyond the reasonable control of an institution ("Force Majeure"). The institution affected by Force Majeure shall promptly notify the other institution in writing on the circumstances of Force Majeure, what is being undertaken by the affected institution and when the Force Majeure is (expected to be) resolved. Such non-performance or delay is excused under this provision only for the duration of the qualifying Force Majeure.

6. Disclaimer

In respect of any information or materials supplied by one institution to another institution, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third institutions. Therefore: the recipient institution shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

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7. Miscellaneous

In case of dispute or difference between the institutions arising out of or in connection with this Agreement, the institutions shall first endeavor to settle it amicably. Should this, however, not lead to a settlement, each institution has the right to request the dispute to be brought to mediation or any other form of Alternative Dispute Resolution (ADR). The institutions shall give constructive consideration to such requests.

8. Signatures

The following signatures are affixed as acknowledgement and notification of the terms of this Agreement.

Signed on 24 June 2023 in Sint Maarten

For University of Curaçao Dr. Moises da Costa Gomez
Name: Dr. Francis B.G. de Lanoy
Function: Rector Magnificus University of Curacao,



Francis B.G. de Lanoy
i.o.

For University of St. Martin
Name: Prof. dr. Antonio Carmona Báez
Function: President, University of St. Martin



For University of Aruba
Name: Prof. dr. Viola Heutger
Function: Rector University of Aruba



For Instituto Pedagógico Arubano (IPA)
Name: drs. Marilyn U.S. Richardson
Function: General Director Aruba Pedagogic Institute





UNIVERSITY
OF CURAÇAO
DE WET- EN HOOGESCHOOL



UNIVERSITY of
ST. MARTIN
1688



University of Aruba

MEMORANDUM OF UNDERSTANDING

Regarding the Renewed Commitment to UNICARIB

By this Memorandum Of Understanding the University of Curaçao Dr. Moises da Costa Gomez, the University of St. Martin, the Instituto Pedagógico Arubano (IPA) and the University of Aruba wish to jointly express their commitment as instituting partners and participants to continue to collaborate within the frameworks of the collaborative platform instituted on 20 March 2014 and identified as UNICARIB.

Signed on the 25th day of June 2023,

University of Aruba

Rector Prof. dr. Viola Heutger

Instituto Pedagógico Arubano

Director Drs. Marilyn Richardson

University of Curaçao Dr. Moises da Costa Gomez

Prof. dr. Elisabeth Echteld o.b.o R.M. Dr. Francis de Lanoy

University of St. Martin

President Prof. dr. Antonio Carmona Báez