

**MEMORANDUM OF UNDERSTANDING IN THE MATTER OF
INTERNATIONAL EDUCATION**

BETWEEN

**THE DEPARTMENT OF LEARNING
OF THE
PROVINCE OF ALBERTA, CANADA**

AND

**THE MINISTRY OF EDUCATION
OF THE
PEOPLE'S REPUBLIC OF CHINA**

PREAMBLE

Recognizing that the Department of Learning of the Province of Alberta, Canada and the Ministry of Education of the People's Republic of China (hereinafter collectively called "the participants") wish to strengthen international education activities;

Recognizing the existence of strong economic ties between the Province of Alberta, Canada and China;

Recognizing that multicultural and multilingual education is the best means of fostering understanding and solidarity between peoples and countries;

Recognizing that multicultural and multilingual education, in addition to preserving cultural identity, is also a means of cultural enrichment;

Recognizing that knowledge of the English language is advantageous in the global economy;

Recognizing the importance of the study of Chinese-language and culture as a means of strengthening education, cultural, and economic relations;

The Department of Learning of the Province of Alberta, Canada; hereinafter called "Alberta" and the Ministry of Education of the People's Republic of China, hereinafter called "China" agree to sign the following Memorandum of Understanding (MOU) to establish a framework for the implementation of cooperative international education initiatives.

OBJECTIVES

Part 1

The participants hereby agree to encourage closer ties between the peoples of China and Alberta to develop a better knowledge of their respective languages and cultures.

The participants also promote international education by supporting educational exchanges between China and Alberta, notably by granting scholarships for studies and the exchange of language teaching assistants, and language special advisors.

The participants actively encourage the development of relations between schools and educational institutions in China and Alberta, notably by promoting the value of joint research and establishing cooperation between teams of teachers, researchers, professors and administrators.

The activities of the participants to this MOU and its Appendices remain conditional upon budgetary resources available annually to both participants for international cooperation.

STUDENT MOBILITY

Part 2

As part of this arrangement, the participants agree to cooperate in order to encourage, insofar as possible, individuals involved in exchanges to return to their country of origin at the end of their study, professional development period, or term of employment.

CHINESE STUDIES

Part 3

The participants hereby agree to actively support and promote studies of Chinese language and culture in Alberta universities as well as Canadian studies in Chinese universities.

China will support the establishment of a Centre for Chinese Studies in an Alberta university by providing an expert for one year and learning resources.

The participants will create conditions conducive to ongoing cooperation and exchanges between these study centres.

LANGUAGE TEACHING ASSISTANTS

Part 4

The participants hereby agree to facilitate the exchange of language teaching assistants between China and Alberta according to the terms and conditions stated hereinafter.

Each year China hosts English or French language and culture teaching assistants in secondary schools and institutions of higher learning in China so that they may assist Chinese teachers and professors in the instruction of the respective language and Canadian culture.

Each year Alberta hosts Chinese language and culture teaching assistants in secondary schools and institutions of higher learning in Alberta so that they may assist Alberta teachers and professors in the instruction of the Chinese language and culture.

Terms and conditions for these exchanges of language teaching assistants are described in Appendix I.

SPECIAL ADVISOR ON CHINESE LANGUAGE

Part 5

China, through the National Office for Teaching Chinese as a Foreign Language, agrees to:

- Assign the services of a Special Advisor on Chinese language and culture to Alberta for a two-year term.
- Be responsible for the costs of the Special Advisor's travel and moving expenses to and from Canada.
- Be responsible for the costs of the Special Advisor's travel and subsistence expenses if the Advisor renders services in other provinces of Canada or attends meetings or conferences in other provinces or countries.

Alberta agrees to:

- Assist the Special Advisor with the procedures for entering and departing Canada and related procedures during his/her stay.
- Provide the Special Advisor with an office and support services.
- Provide the Special Advisor with a living allowance.
- Compensate the Special Advisor for all expenses related to the performance of his/her duties which require travel within Alberta in accordance with the province's Subsistence and Travel Allowance Regulation as amended.

The terms and conditions relating to the Special Advisor on Chinese Language are contained in Appendix II.

ENGLISH INTERNATIONAL STUDIES PROGRAM

Part 6

The participants agree to cooperate in the establishment of English International Studies Programs in Chinese schools.

- The English International Studies program will be subject to the policies of the Department of Learning of the Province of Alberta as applicable to personnel, students, programs, and school operations in general and subject to the regulations and laws of the Chinese government.

MECHANISMS OF DISTRIBUTION

Part 7

The participants recognize the importance of proceeding with widespread distribution of information or programs provided for in this arrangement, in order to ensure optimum use. To this end, the participants will promote this program in their territory to various clientèle who could benefit, in order to recruit the best possible applicants.

COOPERATION AND COORDINATION

Part 8

The participants will meet with a view to implementing the programs under this MOU , identify priorities for the activities to be carried out, and seek new avenues for cooperation in the area of international education, such as:

- Exchange of teachers and fellowship students
- Means of strengthening the exchange of information on post secondary education system, so as to assist with the recognition of post-secondary credentials in order to move towards the mutual recognition of education and academic degrees.
- Establishing a mechanism for regular meetings with Chinese students in order to exchange information, develop appropriate measures, and enhance services.

To this end, the participants agree to proceed with the exchange of a delegation for the duration of this MOU. Each participant will assume the costs inherent in sending delegates to represent it.

DISPUTE RESOLUTION AND AMENDMENTS

Part 9

The participants will resolve by means of consultation any disputes that might arise in the application of this MOU. These disputes will not in any case entail a change in the situation of persons involved in carrying out activities under this MOU.

The participants agree to confirm by an exchange of letters any amendments affecting terms and conditions of application or content of the MOU to which they have given their reciprocal consent. Any exchange of letters would also specify the date on which these amendments are to take effect.

FINAL PROVISIONS

Part 10

The Appendices are an integral part of this MOU.

This MOU will come into effect for a period of three (3) years from the day it is signed.

A participant may terminate this arrangement by means of written notice sent to the other participant at least six (6) months prior to the end of the academic year.

Under this MOU, the participants will ensure that persons benefiting from financial support measures under this arrangement continue to benefit for the term stipulated herein.

Signed at _____ this ____ day of _____, 2004, in duplicate, in the English and Chinese languages, each version being equally valid.

**FOR THE MINISTRY OF
EDUCATION OF THE
PEOPLE’S REPUBLIC OF
CHINA**

**FOR THE DEPARTMENT OF
LEARNING OF THE PROVINCE
OF ALBERTA**

The People’s Republic of China

**Premier of the Province of
Alberta, Canada**

APPENDIX I

EXCHANGE OF LANGUAGE TEACHING ASSISTANTS

1. DUTIES OF ASSISTANTS

Language teaching assistants participating in the program have the following duties:

- to motivate and encourage students to learn Chinese, English or French as the case may be;
- to inform students about their culture and way of life;
- to prepare supplementary teaching activities;
- to encourage and facilitate student participation in oral communication activities;
- to participate in the facilitation of activities in another language; and
- to accompany students in language immersion activities.

However, assistants may not:

- replace a professor/teacher in a duty that is specifically reserved for him;
- carry out administrative duties for which the professor/teacher is specifically responsible;
- supervise groups of more than ten (10) students in the absence of the professor/teacher; or
- participate in duties related to school testing and examinations.

2. RESPONSIBILITIES OF HOST ESTABLISHMENTS AND INSTITUTIONS

As the immediate employer of assistants, host establishments and institutions must principally:

- stay informed about their work environment;
- advise and assist them if necessary, particularly during the initial weeks of their stay;
- assist them in looking for suitable accommodations and help them in settling in;

- provide a work contract specifying their conditions of stay, target objectives and expected contribution on their part.

3. DURATION OF STAY AND HOURS OF WORK

The duration of stay for Chinese language teaching assistants in Alberta is about eight (8) months. The expected period of stay is set each year by Alberta.

In accordance with standards in effect in Alberta, Chinese language teaching assistants are expected to work with groups of Alberta students for twenty (20) hours during a five-day week from Monday to Friday.

The duration of stay for English and French language teaching assistants in China is eight (8) months, beginning at the end of September and ending in May of the following year. They are expected to work with students for twenty (20) hours per week.

4. REMUNERATION AND INSURANCE

The cost of international transportation will be covered by the participating individual, or sending authority.

Each participant will offer an allowance to the other participant's teaching assistants staying in their area and assume the cost of general medical insurance if necessary. The allowance is subject to the tax laws and regulations in effect in the area of each of the participant.

During their stay in Alberta, Chinese assistants will receive from the Alberta school/institution an allowance that is reviewed each year.

During their stay in China, Alberta assistants will receive from the Chinese participant an allowance that is reviewed every year.

5. SELECTION

The participants will jointly establish, at the beginning of each year and no later than April 30, the number of language teaching assistants exchanged, as well as the list of schools and institutions considered, either during the meetings provided for in Part 8 of this MOU or by an exchange of letters.

Alberta will forward the list of Alberta language teaching assistants chosen to the Embassy of the People's Republic of China no later than April 30.

China will forward the list of Chinese language assistants chosen to Alberta no later than April 30.

The participants agree to take the necessary measures, with due respect to their jurisdiction, to facilitate the acquisition of visas.

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EXCHANGE OF LANGUAGE
TEACHING ASSISTANTS

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