

Memorandum of Understanding

Between:

**Alberta Advanced Education
As represented by the Alberta Minister of Advanced Education
(hereinafter called “Alberta”)**

-and-

**British Columbia Ministry of Advanced Education
As represented by the British Columbia Minister of Advanced Education
(hereinafter called “British Columbia”)**

1. Recitals

Whereas Alberta and British Columbia (hereinafter called “the Provinces”) strive to be leaders in the area of post-secondary education and share a common interest in improving the structure, quality and accessibility of their respective post-secondary education systems;

And Whereas the Provinces wish to examine opportunities to work together to advance their post-secondary education systems, and to develop systems that are exemplary both nationally and internationally;

And Whereas the Provinces desire to promote closer relations with each other in certain matters relating to post-secondary education;

And Whereas the provinces entered into the Protocol of Cooperation dated October 8, 2003, to develop cooperative measures and agreements and demonstrate leadership through actions such as pursuing joint initiatives to promote greater government efficiencies and sharing expertise in program development and service delivery.

Now Therefore the Provinces have reached the following understanding:

2. Interpretation

“Post-Secondary Education” includes the policies and programs for education that lie within the responsibilities of Alberta Advanced Education and the British Columbia Ministry of Advanced Education;

3. Purpose and Objectives

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative framework between the Provinces to facilitate the pursuit of post-secondary education initiatives of mutual interest and benefit that, among other things, address the following objectives:

- (a) Improve the quality of the degree programs offered by the Provinces' post-secondary institutions;
- (b) Improve the quality and availability of information about the Provinces' post-secondary systems;
- (c) Improve the accessibility of the Provinces' post-secondary programs, particularly but not solely to students from Alberta and British Columbia;
- (d) Improve the linkages between the Provinces' post-secondary systems;
- (e) Advance the Provinces' post-secondary systems in other ways, to be determined by the Provinces.

4. Examples of Potential Joint Initiatives

Examples of joint initiatives that may be pursued in an effort to achieve the objectives of this MOU include, but are not limited to initiatives related to the following:

- (a) Quality Assurance of institutions and post-secondary programs;
- (b) Credit Transfer, including information sharing and enhanced credit transfer between the Provinces' systems;
- (c) Distance Education, including information sharing, sharing of standards, and joint development of programs;
- (d) International Education, including the marketing of the two jurisdictions;
- (e) Rural and Regional Post-Secondary Programming, including development of integrated degree and non-degree programs;
- (f) Student Financial Assistance, including information sharing and collaboration on initiatives of common interest;
- (g) Research and Data Initiatives that provide for information sharing, where appropriate and feasible;

- (h) Other Initiatives of common interest, including research and innovation projects done in cooperation with other Alberta and British Columbia ministries.

It is recognized that some of these initiatives may actively involve the Provinces' post-secondary institutions.

5. Implementation

Implementation of the MOU will be overseen by a Steering Committee.

The Steering Committee will consist of the Deputy Minister of Advanced Education for each Province or their designate, and may include such other members as are appointed by the Provinces from time to time, to pursue specific initiatives and to supervise and co-ordinate the planning, performance, evaluation, and approval of the activities to be carried out by the Provinces in the spirit of co-operation under this MOU.

The Steering Committee will:

- (a) Unless agreed to otherwise, meet not less than twice annually, in a manner and at a location convenient to both parties to review and analyze the progress of activities under this MOU in the interest of advancing the purpose and objectives of the MOU;
- (b) Identify and recommend initiatives that could be pursued as part of the MOU;
- (c) Ensure processes are in place to advance these initiatives;
- (d) Monitor and report on the progress of the initiatives;
- (e) Examine and propose new initiatives as these emerge;
- (f) Provide reports of the progress of work conducted under the MOU, as requested by the Provinces.

6. Initiative Specific Agreements

The Steering Committee will review and authorize all initiative specific agreements, which allow for the pursuit of initiatives pursuant to this MOU.

7. Confidentiality of Information

The Participants may make use of and disclose information obtained as a result of the operation of this MOU only in accordance with all applicable laws, regulations and policies of Alberta and British Columbia as they relate to confidentiality and privacy.

The Participants agree to establish in writing the terms and conditions of any confidentiality agreements before commencing an activity proposed under this Memorandum of Understanding that involves the sharing of information of a personal or confidential nature.

8. Financial Provisions

Unless otherwise mutually consented to in writing, each Province agrees to assume any costs it may incur in relation to the administration of this MOU or the carrying out of its obligations under the MOU, and to make no claim on the other party for these costs.

9. Other Provisions

Any provision of this MOU may be amended or waived by mutual written consent of the Provinces, except where contrary to law.

This MOU will be effective upon signature by the last Province and will remain in effect for three (3) years from the date of signing of the last Province.

The term of this MOU may be extended for an additional three (3) year period or such longer period as required if, at least ninety (90) days prior to expiration of the initial term and each additional term, the Provinces agree in writing to its extension.

Provisions related to the protection, use and disclosure of personal information as defined by the *Freedom of Information and Protection of Privacy Act*, shall survive the termination of this agreement.

Either Province may withdraw from this MOU by giving ninety (90) days written notice to the other Province.

This MOU represents a statement of general intention on the part of the Provinces and does not represent any manner of binding contractual or other legal agreement on the part of either of the Provinces.

For the purposes of correspondence under this Agreement,

Alberta designates as its representative:

Director, International Education & Intergovernmental Relations
Alberta Advanced Education

British Columbia designates as its representative:

Director, Governance, Legislation and Intergovernmental Relations Branch
Ministry of Advanced Education.

10. Limitation

Any joint initiatives between the Provinces under this MOU, or any future agreements that might flow from it are subject to the operation of applicable Provincial statutes and policies.

This Memorandum of Understanding is signed in duplicate on the 28th day of April, 2006.

Signed:

Honourable Denis Herard
Minister of Advanced Education,
Alberta

Honourable Murray Coell
Minister of Advanced Education,
British Columbia