



3 May 2013

To: Senate

From: Academic Policy Committee

Re: Chulalongkorn University, LLM (Business Law) Memorandum of Understanding

Proposed Motion:

“That Senate approve the Law Faculty to re-join the partnership between the Law Faculties of Chulalongkorn University in Thailand, Kyushu University in Japan, the University of Victoria in British Columbia, and the University of Washington in Washington State, to assist in the delivery of the LLM (Business Law) at Chulalongkorn University under the terms as set out in the attached 2014 Memorandum of Understanding.”

Attachments:

1. Chulalongkorn LLM MOU 2014

Background:

In 1997, the UBC Faculty of Law began collaborating with Chulalongkorn University, the University of Victoria, and Kyushu University, in the delivery of an English-language LLM degree at Chulalongkorn in Bangkok in the field of Business Law.

Under the terms of the initial agreement, the non-Thai partner institutions committed to provide two instructors each year to teach in the program. Chulalongkorn agreed to cover the costs of travel and accommodation and to provide the instructors with an honorarium. The courses taught by instructors from the non-Thai partner universities are semester-long courses, but are usually taught as intensive courses over three weeks on the Chulalongkorn campus in Bangkok. The partner institutions also host a visiting class from the LLM (Business Law) every second year.

The Board of Governors for the LLM (Business Law) meet once per year in Bangkok. The Deans of the partner universities, or their representatives, attend the annual meeting, which usually coincides with the graduation ceremony. Chulalongkorn covers the travel and accommodation costs of the travelling deans or their representatives.

The LLM (Business Law) is a Chulalongkorn degree, but the Deans of the partner institutions sign the graduation diplomas.



The parties renewed the agreement in 2002 and again in 2007 for another five years. In 2012, the University of Washington joined as a partner.

In addition to the new partner, the 2012 agreement contained two substantive changes from the 2007 agreement:

- instead of each university committing to provide two instructors for each academic year, the four non-Thai partner universities assume collective responsibility of seven courses (Article 3); and
- the non-Thai partner universities agree to provide “an expedited application review process for students in the LL.M. (Business Law) Program who may wish to enroll, following graduation from the Program, in a graduate program at a partner university. The terms and conditions for such admission, as well as the granting of any credit for coursework completed in the LL.M. (Business Law) Program, shall be at the sole discretion of the partner university.” (Article 8)

UBC Law was not able to secure Senate approval in time to re-join the other partners in 2012. The other four universities proceeded with the MOU, but included a provision that UBC Law might re-join in the future (Article 9). That agreement is attached.

Program Details:

The target enrolment is 20-30 students, although in the past few years the numbers have dipped. Most of the students are Thai nationals, although the program does attract a few non-Thai nationals every year.

Instructors in the program come predominantly for the partner institutions, although several come from other universities and from the private practice of Law. Instructors from UBC Law have included Wes Pue, Janis Sarra, and Ian Townsend-Gault, and currently include Bruce MacDougall.

The degree is taught in English and students whose prior university training is in a language other than English are required to demonstrate proficiency through an English language proficiency test.

The degree is offered with a thesis or non-thesis options. The non-thesis option requires 30 credits of course work, including 6 credits devoted to an individual research paper, completed over 12 months. The thesis option requires 24 credits of course work and a 12-credit thesis that is completed in a second year.



Tuition for the non-thesis degree is 400,000 Thai baht (approximately \$CDN 14,235) and 430,000 Thai baht (approximately \$CDN 15,300) for the 2-year thesis option degree.

Chulalongkorn uses the partnership with non-Thai universities in the marketing of the LLM (Business Law).

Rationale:

There are a number of reasons why UBC Law is keen to rejoin the group of universities delivering this graduate degree.

First, it will enable the Law Faculty to continue a longstanding relationship with a highly regarded Thai university. This connection is part of the Law Faculty's broader commitment with its Centre for Asian Legal Studies to provide a window into Asia and Asian legal systems for North American students and scholars, and to provide a window into the common law and Canadian law for Asian students, scholars, judges and practicing lawyers.

Second, the agreement is not only with Chulalongkorn, but with three other Pacific Rim universities, and provides an opportunity to build stronger connections with them. The two other North America universities (UW and UVic) each have well-established reputations for their academic programs in Asian law and Asian legal systems.

Third, the Chulalongkorn Faculty of Law views the degree as one means of raising the standard of legal education in Thailand. UBC Law provides support to that project through its participation in the degree. It also provides faculty members with an opportunity to teach in a developing world setting and to explore research opportunities.

Finally, UBC Law's participation in the degree program raises the profile of UBC Law in Thailand and South East Asia more generally, and this profile may well encourage students in the region to consider applying to UBC to complete undergraduate or graduate degrees. Of the degrees at UBC Law, the LLM (Business Law) is most likely to be a feeder into the LLM (Common Law), a course-based degree designed for foreign-trained lawyers who seek an introduction to Canadian law and the subject-area competencies to be eligible to practice law in Canada.

Respectfully submitted,

Dr. Paul G. Harrison, Chair
Academic Policy Committee

MEMORANDUM OF UNDERSTANDING
(2014)
DRAFT
Between

Faculty of Law, Chulalongkorn University, Thailand
Faculty of Law, Kyushu University, Japan
Faculty of Law, The University of British Columbia, Canada
Faculty of Law, University of Victoria, Canada
School of Law, University of Washington, United States

- [1] The above universities agree to work together in partnership to continue the graduate program with specialization in Business Law at the Faculty of Law, Chulalongkorn University, leading to a Master of Laws degree (hereinafter the “LL.M. (Business Law) Program”). Participation of the five partner universities ensures that the LL.M. (Business Law) Program of the Faculty of Law, Chulalongkorn University, achieves an international standard of excellence.
- [2] The LL.M. (Business Law) Program will be administered by the Faculty of Law, Chulalongkorn University, and the degree will be granted by Chulalongkorn University. In recognition of the partner universities’ participation, the diplomas will be co-signed by the Deans of the partner law schools. The Program will be overseen by a Board of Governors consisting of the President of Chulalongkorn University (Chairman), the Vice-President for Academic Affairs of Chulalongkorn University, the Deans of the partner law schools, and the Program Director. The Board of Governors will meet once a year in Bangkok, ordinarily in conjunction with the yearly graduation ceremony at Chulalongkorn University.
- [3] Course instruction in the LL.M. (Business Law) Program is in English. At least seven of the courses offered are the collective responsibility of the four non-Thai partner universities, and at least four courses are the responsibility of the Faculty of Law, Chulalongkorn University.
- [4] In order to graduate, students are required to complete an independent research paper written in English. Unless otherwise agreed in a specific case, the Faculty of Law, Chulalongkorn University, will be responsible for assigning a faculty member to supervise the independent research for each student. Partner universities will assist in identifying research topics for the students.
- [5] Courses offered by a faculty member representing a partner university will be equivalent to a semester course, whether or not semester length courses are offered in the member’s own program. Instructors will be solely responsible for course content, maintenance of academic standards, and grading of courses.
- [6] The Faculty of Law, Chulalongkorn University, agrees to provide honorarium, round trip traveling expenses, and accommodation to (a) visiting professors, (b) Deans of partner institutions or their representatives, and (c) members of the Board of Governors or their representatives, in accordance with the details and conditions specified under Annex I.
- [7] The LL.M. (Business Law) Program will provide students each year the opportunity to visit selected foreign partner universities as part of an all-inclusive one to two week tour arranged by the Faculty of Law, Chulalongkorn University. The visits shall alternate each year between Japan and North America, and the foreign partner universities will assist by suggesting, in advance, appropriate educational and cultural activities, both on and off campus, and will otherwise reasonably facilitate the students’ visit. All costs associated with such visits shall be the responsibility of the Faculty of Law, Chulalongkorn University, unless otherwise voluntarily assumed by the foreign partner university or individual.

LL.M. (Business Law) Program: 2014 Memorandum of Understanding

[8] The foreign partner universities shall provide an expedited application review process for students in the LL.M. (Business Law) Program who may wish to enroll, following graduation from the Program, in a graduate program at a partner university. The terms and conditions for such admission, as well as the granting of any credit for coursework completed in the LL.M. (Business Law) Program, shall be at the sole discretion of the partner university.

[9] In the event that the Faculty of Law, Chulalongkorn University, seeks to enlarge the roster of foreign partner universities participating in the program, it is agreed that such decision to admit a new partner be submitted to the Board of Governors, which must debate and decide on the enlargement by a unanimous vote.

[10] This Memorandum of Understanding prescribes the details of the graduate program, and the partners' participation, in general terms. The partners agree to continue the administrative arrangements that have been developed since the LL.M. (Business Law) Program began in 1999 and continue to refine and modify them as the need arises. The financial arrangement for partner university participation will continue to be open to negotiation, which will continue to develop depending on the availability of funds.

[11] The name, coat of arms, crest, trademarks and logos of each of the above universities are the intellectual property of that university and shall not be used without that university's express written permission for each specific usage.

[12] This Memorandum of Understanding becomes effective upon the signing by the authorized representatives of all five partner universities, with coursework implementation to begin with the Program's 2014 academic year, and shall remain in effect for an initial period of three (3) full academic years from the start of the Program's Academic Year 2014. The Memorandum of Understanding will thereafter be renewable for periods of five (5) years, but a partner university may withdraw from the Memorandum and from participation in the Program by giving notice to the other partner universities at least three (3) months prior to the beginning of the annual Board of Governors meeting; such withdrawal will take effect at the beginning of the next academic year in which the Program is being offered.

Faculty of Law, Chulalongkorn University

Faculty of Law, Kyushu University

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Dean Date

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Dean Date

Faculty of Law, University of Victoria

**Faculty of Law, The University of British
Columbia**

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Dean Date

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Dean Date

School of Law, University of Washington

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Dean Date

ANNEX I

The Faculty of Law, Chulalongkorn University (the “Faculty”), agrees to provide honorarium, accommodation, and round trip traveling expenses with details and conditions as follows:

Honorarium

Honorarium, which includes per diem, will be paid at the end of the course, in the specified currency as follows:

Visiting Professor, University of Victoria	5,500 CAD
Visiting Professor, The University of British Columbia	5,500 CAD
Visiting Professor, University of Washington	5,500 USD
Visiting Professor, Kyushu University	570,000 Yen

Accommodation

Accommodation will be offered by the Faculty, at least at the Sasa International House on the Chulalongkorn University campus. If any other accommodation in Bangkok is preferred, the Faculty will be responsible only for the cost at the same rate charged by the offered accommodation for the authorized period of stay, as follows:

Visiting Professors:

For the entire period of teaching at the Faculty, plus up to 7 extra days (but being no more than 5 days before the beginning or 5 days after the ending date of teaching), with a maximum stay of 35 days. Upon written request by a visiting professor, the Faculty may, if the circumstances warrant, authorize a stay for an additional period of time.

Deans/Representatives of Partner Institutions and Members of the Board of Governors for the annual Board of Governors Meeting:

For the entire period being on duty with the Faculty, plus up to 7 extra days.

Traveling Expenses

Airline reservations and initial payment for flights to Bangkok in furtherance of scheduled activities under this MOU are the responsibility of the traveler and/or the respective university. In an effort to keep airfares at a reasonable price and to expedite reimbursement upon arrival in Bangkok, reservations should be made well in advance of the actual travel dates and the possibility of discounted airfares explored. To assist in this process, before final payment is made the traveler should notify the LL.M. (Business Law) Program by email or otherwise of the specific flight details of the intended purchase (i.e., dates, airline(s), flight numbers, and price). The Program shall endeavor, within 7 business days of receipt of such notification, to respond and approve the intended purchase, request further information or clarification, or indicate a specific agency through which the same or similar flights can be purchased for a lesser amount. Failure to submit flight details in advance for approval by the Program may delay prompt reimbursement by Chulalongkorn University if the amount appears to be more than could reasonably have been paid for the same or similar flights from the traveler’s originating location.

The round-trip traveling expenses, from the country wherein the partner institutions are situated to Bangkok, will be reimbursed no later than 7 days after the presentation of a receipt for airfare payment and a copy of the ticket, payable in the currency appearing on the receipt under the following conditions:

Visiting Professors:

Economy Class airfare or Premium Economy Class airfare (if available)

Deans/Representatives of Partner Institutions and Members of the Board of Governors for the Board of Governors Meeting:

Business Class airfare

LL.M. (Business Law) Program: 2014 Memorandum of Understanding

In specific cases, traveling from a country which is not the country of the partner institution may be allowed if notification and approval is given in advance by the Faculty. An upgrade to a higher class of service is allowed at the traveler's own expense. The Faculty will reimburse only up to the available airfare for the authorized class of service.

If specially requested, honorarium and/or traveling expenses can be paid in Thai baht calculated by using the average exchange rate announced by the Bank of Thailand on the first day of being on duty at the Faculty.



3 May 2013

To: Senate

From: Academic Policy Committee

Re: Senate Policy V-302.1 – *Graduate Student Leaves of Absence*

Motion: “*That Senate approve the attached policy V-302.1 Graduate Student Leaves of Absence as proposed.*”

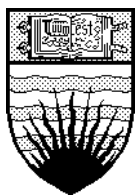
Background and Rationale:

The Policy Committee proposes an amendment to add clarity to the recently-approved Senate Policy V-302. The University's position has always been that graduate students on leave are not to undertake academic work for the program from which they are on leave, and not to use University facilities for this purpose. The current wording allows an interpretation in which students who advance their studies independently, without using University facilities, appear to be in compliance. The amended text expresses the University's expectations more precisely.

Respectfully submitted,

Dr. Paul G. Harrison, Chair
Senate Academic Policy Committee

THE UNIVERSITY OF BRITISH COLUMBIA



SENATE POLICY: V-302.1

VANCOUVER SENATE
c/o Enrolment Services
2016 - 1874 East Mall
Vancouver, B.C. Canada V6T 1Z1

Number & Title

V-302.1: *Graduate Student Leaves of Absence*

Effective Date:

2 January 2013

Approval Date:

October 2012

Amended May 2013

Review Date:

This policy shall be reviewed two (2) years after approval and thereafter as deemed necessary by the *responsible committee*.

Responsible Committee:

Vancouver Senate Academic Policy Committee

Authority:

University Act, S. 37(1)

“The academic governance of the university is vested in the senate and it has the following powers:

...(p) to deal with all matters reported by the faculties, affecting their respective departments or divisions;...”
and,

S. 40

“A faculty has the following powers and duties:

...(g) to deal with and, subject to an appeal to the senate, to decide on all applications and memorials by students and others in connection with their respective faculties;

(h) generally, to deal with all matters assigned to it by the board or the senate..."

Purpose and Goals:

This policy provides a mechanism for graduate students to temporarily interrupt their *course of study* and remain registered in the program for reasons including: parental responsibilities; health reasons; professional reasons; personal reasons; or, to pursue a second *course of study*. The goal is to support students as they balance their academic pursuits and the other demands of life, as well as to ensure consistency of approach.

Applicability:

This policy applies to students currently registered in graduate programs at the University of British Columbia, including those administered by faculties other than the Faculty of Graduate Studies.

Exclusions:

This policy does not apply to:

- 1) Students enrolled in the Pharm.D. program; and,
- 2) Students in undergraduate programs including the M.D., J.D. and D.M.D. programs. N.B. – Students in dual degree programs (e.g., M.D./Ph.D., D.M.D./Ph.D, J.D./MAAPPS) may be eligible, through discussion with both programs.

Definitions:

For the purposes of this policy and in all other policies in which they are not otherwise defined:

- *Clinician* shall mean a physician, psychologist, or a registered clinical counselor.
- *Course of study* shall mean the academic program in which the student is registered.
- *Leave of Absence* shall mean a period of time during which a student has received permission to suspend his or her *course of study*.
- *On-leave* shall mean the registration status of students while on an approved *leave of absence*.

Policy:

- 1) A graduate student who finds it necessary for parental, health, personal, professional or academic reasons, as outlined later in this policy, to interrupt his or her studies may apply for a *leave of absence*. Responsibility for approving a *leave of absence* rests with the Dean of the Faculty of Graduate Studies; or, in the case of programs not administered by the Faculty of Graduate Studies, with their respective Deans.
- 2) A *leave of absence* will normally begin on the first day of September, January, or May.
- 3) *Leaves of absence* will be granted for periods of four (4), eight (8), or twelve (12) months.
- 4) The total duration of all *leaves of absence* granted in a graduate program is normally limited to 24 months for a doctoral student and to 12 months for a master's student, except for Leave to Pursue a Second Program of Study.
- 5) While on a *leave of absence*, graduate students must pay an on-leave fee.
- 6) While on a *leave of absence*, graduate students shall not use any of the University's facilities **or resources, or in any other way** undertake any academic or research work related to the program for which they have taken a *leave of absence*.
- 7) Graduate students must inform their program of their intent to return from a *leave of absence* prior to recommencing their studies.
- 8) Time spent on *leave of absence* is not counted as part of the allowed time to complete a degree.

Awards and Fellowships for Students with On-Leave Status

- 9) A graduate student granted a *leave of absence* retains the full value of any fellowship or other award for which the terms and conditions are established by the Faculty of Graduate Studies; award payments will be suspended at the onset of the *leave of absence* and will resume at the termination of the leave period, provided that the student returns to full-time study at that time.

- 10) Awards for which the terms and conditions are not established by the Faculty of Graduate Studies will be paid according to the terms and conditions established by the donor or granting agency.

Categories of Leaves of Absence

11) Parental Leave

- a. A graduate student who is bearing a child or who has primary responsibility for the care of an infant or young child is eligible for parental leave.
- b. Parental leave is normally limited to 12 months per childbirth or adoption (including multiples).
- c. Where possible, a student enrolled in coursework should coordinate his or her *leave of absence* to coincide with the first day of September, January, or May.

12) Leave for Health Reasons

- a. A graduate student who encounters a health problem that significantly interferes with the ability to pursue his or her *course of study* is eligible for a leave for health reasons.
- b. Requests for a leave for health reasons must be accompanied by appropriate supporting documentation from the *clinician* providing primary care for the health problem.
- c. A leave for health reasons is normally limited to 12 months.
- d. Prior to being allowed to return to his or her studies, a student returning to study after a leave for health reasons may be required to produce specific documentation from his or her *clinician* confirming that he or she has recovered sufficiently to return from leave and resume his or her *course of study*.

13) Professional Leave

- a. A graduate student who wishes to suspend his or her *course of study* in order to undertake professional work relevant to his or her program may be eligible for professional leave.
- b. Professional leave is normally limited to 12 months.

14) *Personal Leave*

- a. A graduate student who encounters personal circumstances that significantly interfere with the ability to pursue his or her *course of study* may be eligible for personal leave.
- b. Personal leave is normally limited to 12 months.

15) *Leave to Pursue a Second Program of Study*

- a. Following consultation with his or her program advisor and graduate supervisor, a graduate student may apply for a *leave of absence* from one program to pursue a second *course of study*.
- b. While on a leave to pursue a second *course of study*, the graduate student is responsible for the on-leave fees as well as any tuition or other fees associated with the second program.
- c. Leave to pursue a second *course of study* may exceed 12 months.

Calendar Statement:

As per the Applicability, Exclusions and Policy Sections above.

Consultations

The following groups have been consulted during the development of this policy:

Access & Diversity, Counseling Services, Enrolment Services, Faculties, Legal Counsel, Office of the Ombudsperson for Students, Office of the Vice-President, Academic

History:

The policy on graduate student On-Leave Status has been subject to amendments from time to time as exhibited in the archive of Academic Calendars. At the 11 September 1991 meeting of the Vancouver Senate parental leave was added as a special leave category for graduate students and regular leave for doctoral students was reduced from two years to one. The policy was again revised in 2012 to clarify the types of leave available and add information about the total duration of leaves granted in a graduate program. At this point, it was also renamed “Graduate Student Leaves of Absence.”

Related Policies:

Academic Concession

<http://www.calendar.ubc.ca/vancouver/index.cfm?tree=3,48,0,0>

Academic Leave

<http://www.calendar.ubc.ca/vancouver/index.cfm?tree=3,289,0,0>

Letter of Permission to Study at another Institution

<http://www.calendar.ubc.ca/vancouver/index.cfm?tree=3,47,0,0>

Graduate Student Parental Accommodation Policy (in progress)

Senate Appeals on Academic Standing

<http://www.calendar.ubc.ca/vancouver/index.cfm?tree=3,53,0,0>

Appendix:

There is no appendix to this policy.