AGREEMENT ON ACADEMIC EXCHANGES AND COOPERATION

Between

UNIVERSITÉ DE MONTRÉAL
Located in Montreal, Quebec, Canada

And

THE CHINESE ACADEMY OF SOCIAL SCIENCES
Located in Beijing, People’s Republic of China

Preamble

Both the Université de Montréal (herein referred to as UdeM) and the Chinese Academy of Social Sciences (herein referred to as CASS) wish to establish an Agreement on Academic Exchanges and Cooperation by way of this agreement (hereinafter referred to as the Agreement) to further the goals of international education and research, to foster mutual understanding in areas of professional interest, and to facilitate broader cross-cultural links among scholars of both countries. UdeM and CASS have come to the following agreement based on the principles of equality and mutual benefit:

Exchange of Scholars and Materials

1. Both institutions will promote the exchange of scholarly visits and cooperation in relevant social sciences and humanities fields of common interest. These fields include, but are not limited to, Anthropology, International Studies, Economics, History, Linguistics, Literature, Philosophy, Political Science, Religious Studies, Law and Sociology.

2. Each institution will host individual scholars or delegations (hereinafter referred to as a “Visiting Scholar”) from the partner institution. The total amount of funding shall not exceed 8 “person-weeks” at each institution per year as outlined in Item 10 below. Normal expectations are that visits will vary from 2 to 4 weeks, although alternative arrangements can be made in the event of joint workshops or other special circumstances. Participants can be faculty, researchers, PhD candidates and administrators. Preference will be given to tenure-stream faculty and academic administrators. Financial arrangements are listed in Item 10 below.

3. When possible and appropriate during the period of a Visiting Scholar’s exchange, each institution will invite the Visiting Scholar to take part in academic conferences and workshops under its sponsorship. Each institution will also seek to develop bilateral academic discussion and workshops. Financial support for conferences and workshops is possible only during
the period of exchange as outlined in Item 2 above and must be approved prior to the commencement of the period of exchange.

4. Visiting scholars will exchange publications and research materials, as appropriate, with research colleagues at the host institution during the period of exchange.

Administrative Arrangements

5. Each scholarly visit will be jointly administered by UdeM's Office of International Relations and CASS's Bureau of International Cooperation. It is the Visiting Scholar's responsibility to obtain the necessary visas and authorization to enter the host country to study. UdeM and CASS will provide information as to how these visas and authorization are generally obtained, but neither institution can guarantee that the visas or authorization will be provided. If a Visiting Scholar cannot make the visit because of visa problems or other unforeseen difficulties, the funding will be reserved for someone else until the end of the year.

6. Sending scholars or delegations must obtain approval from the host institution in advance. The sending institution should inform the host institution of the visiting scholar's proposed visiting plan, curriculum vitae, field of specialization and language abilities at least 3 months in advance. The host institution should confirm the acceptance or rejection of the proposal as soon as possible, and arrange the relevant letters of invitation.

7. Both institutions will facilitate direct contact between scholars of both institutions as much as possible. This will include helping visitors make travel arrangements to visit scholars and scholarly collections in other cities, but will not commit themselves. Visiting Scholars wanting to go to other cities are responsible for their own finances.

8. Visiting Scholars are responsible for their own language needs. The host institution will not provide translation, but may help the visitor arrange for it.

9. If any Visiting Scholar wishes to extend the time of his/her visit, beyond the length of time allotted in this exchange, his/her proposal will be considered by the host institution on a case-by-case basis. Financial responsibility for extended visits rests on the individual scholar as does the obligation to obtain all necessary extensions or other changes to visas or other authorizations.

Financial Arrangements

10. Funding at each institution may be distributed to more than one individual annually but it will not exceed in aggregate 8 weeks of funding per annum, i.e., 8 "person-weeks." The sending institution will cover visa costs and round trip international airfare.

The host institution will cover airport transfer, reasonable pre-approved local accommodation costs (the host institution will ensure to offer appropriate accommodation and take care of the reservation and direct payment of said accommodation), a small subsidy for local travel (in Montreal and Beijing respectively) and a meal stipend. Meal stipends, covered by the host institution, shall be commensurate with the local markets in the host country. The institutions are absolved of all other costs relating to the exchange.

The daily allowance for meals and local travel in Montreal will be payable at the rate of CDN $35 per day, subject to the administrative rules of UdeM.
The daily allowance for meals and local travel in Beijing will be payable at the rate of 180 yuan per day, subject to the administrative rules of CASS.

The host institution will try its best to provide a work space for its visiting scholars when possible and necessary.

11. Spouses and children are not the financial responsibility of the host institution, and neither institution is under obligation to provide larger quarters than necessary for the Visiting Scholar, although they will try to facilitate the arrangements.

12. All Visiting Scholars must secure a major medical insurance plan in accordance with the regulations of the host institution and the host country. The responsibility for medical coverage rests on the Visiting Scholar.

13. The Visiting Scholars will receive no honoraria for lectures delivered during their visits.

Further Exchanges

UdeM and the CASS will explore future expansion and enhancement of their cooperation.

Notices

Any notice under or relating to this Agreement shall be in writing to the parties as follows:

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<tr>
<th>For Université de Montréal:</th>
<th>For Chinese Academy of Social Sciences:</th>
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<tbody>
<tr>
<td>Mr. Guy Lefebvre</td>
<td>Mrs. Zhou Yunfan</td>
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<tr>
<td>Vice Rector for International Relations</td>
<td>Deputy Director-General</td>
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<td>Université de Montréal</td>
<td>Bureau of International Cooperation</td>
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<td>C.P. 6128, Succursale Centre-Ville</td>
<td>Chinese Academy of Social Sciences</td>
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<td>E-mail: <a href="mailto:zhouyf@cass.org.cn">zhouyf@cass.org.cn</a></td>
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Intellectual Property

A Visiting Scholar will be subject to the policies and procedures of both the home institution and the host institution. In the event of a conflict, the policies of the host institution shall apply.

Notwithstanding the above, if the Visiting Scholar is involved in collaborative research activities while at the host institution which result in the creation of intellectual property, the Visiting Scholar’s interest in the intellectual property will be governed by the policies of the home institution. The interests of the collaborator(s) from the host institution will be governed by the host institution’s policies. To the extent that there is a conflict between these policies, the parties will work diligently to resolve them.

Liability and Indemnification

Each party shall:

- be liable to the other party for; and
- indemnify and hold harmless the other party from and against;
any and all liabilities, damages, costs, claims, suits or actions (whether in relation to third parties or
direct liabilities, damages or costs, including solicitor / client fees) resulting from any injury to persons.
damage to property, or claims made by students, occasioned by or as a result of the negligent acts,
willful misconduct or breach of obligations assumed under this contract by their students, employees,
oficers, agents and contractors.

Termination

This Agreement will be effective from the date of its signature and remain in effect for five years, and
will be automatically renewed every five years unless terminated by either party.

This Agreement may be terminated by either party by providing six months’ notice in writing to the other
party. The parties agree that termination of this Agreement will not impact their obligations to any
Visiting Scholars that are, at the date of termination, visiting the host institution pursuant to the terms of
this Agreement.

This Agreement may be amended through mutual written agreement by the authorized representatives
of each party.

This agreement is written in English and Chinese, both texts being equally authentic.

In WITNESS WHEREOF the parties have caused this Agreement to be executed on the dates
indicated below.

The Université de Montréal


Prof. Guy Breton
Rector

Date

Prof. Guy Lefebvre
Vice Rector, International Relations
and Francophonie


The Chinese Academy of Social Sciences


Professor Li Peilin
Vice President

Date

Date