AGREEMENT ON STUDENT EXCHANGE
BETWEEN
CITY UNIVERSITY OF HONG KONG,
HKSAR, PEOPLE’S REPUBLIC OF CHINA
AND
UNIVERSITÉ DE MONTRÉAL
CANADA

This Agreement applies to an exchange of students between School of Law, City University of Hong Kong (“CityU”) of Tat Chee Avenue, Kowloon, HKSAR, People’s Republic of China and Faculty of Law, Université de Montréal (“Montréal”) of Pavillon Maximilien-Caron 3101, Chemin de la Tour Montreal, QC H3T 1J7, Canada. Both institutions shall, on the basis of reciprocity, support and promote the spirit of this Agreement to encourage academic collaboration and to facilitate as much as possible the academic progress, physical relocation and cultural orientation of all exchange students.

1. Principles

1.1 Student exchange shall be on a one-to-one academic exchange basis with up to two semester-long places each year.

1.2 For the avoidance of doubt, the absence of exchange during any particular academic year does not nullify the Agreement.

1.3 Exchange students shall enroll as full-time in their home institution and will be exempted from application and tuition fees at the host institution.

1.4 If there are more students interested in participating in the exchange program than there are places available in any year, these students may apply for enrollment as “not-for-degree” visiting students and pay the full standard fees applicable to visiting students.

2. Selection

2.1 The exchange program shall be open to undergraduate (Bachelor) and graduate (Master) students of both institutions. Participating students should have completed at least two years of study (for LLB or undergraduate students), one semester of study (for LLM students), or one year of study (for JD students).
2.2 Participating students shall be selected by the home institution, usually on the basis of academic merit and suitability, to undertake a period of study abroad, subject to acceptance by the host institution under normal admission procedures.

2.3 Participating students from Université de Montréal should provide an official letter from the Faculty of Law or from the Language Centre of Universite de Montreal declaring the student’s English language competence through the results of an evaluation test equivalent to:
   - TOEFL
     (paper-based – 595, internet-based 97 –for JD and LLM students)
     (paper-based – 600, internet-based 100 – for LLB students)
   - IELTS 7.0

2.4 If the host institution rejects any proposed candidates, the home institution may nominate suitable candidates for consideration.

2.5 Both institutions shall respectively reserve the right to determine dates by which exchange student candidates must be selected in order to guarantee efficient processing of their documents.

3. **Exchange Students’ Rights and Obligations**

3.1 Exchange students shall pay tuition and any other study-related fees to their home institution.

3.2 Exchange students shall be responsible for their own financial support including international transportation, accommodation, living expenses and insurance. The host institution shall bear no responsibility for providing funds to any exchange student for any purpose.

3.3 Exchange students shall be responsible for securing their own accommodation. Assistance will be provided by the host institution to locate appropriate accommodation. On-campus accommodation shall be provided subject to availability but is not guaranteed.

3.4 Exchange students shall abide by the laws of the country or territory of the host institution and the rules and regulations of the host institution.

3.5 It is the responsibility of the exchange students to obtain consent from their home institution that upon successful completion of study at the host institution, full credit will be granted towards the degree at their home institution.

3.6 Each exchange student is responsible for ensuring that he or she obtains his or her official academic records covering the subjects taken during the period of the exchange.

3.7 It is not anticipated that spouses and dependents will accompany an exchange student. Such an arrangement is subject to the approval of the host institution on the understanding that the exchange student will be responsible for all additional expenses. Facility access,
student services and other privileges of a full-time student will not apply to the exchange student’s spouse or dependents.

3.8 Exchange students attending CityU are required to purchase their own insurance policy (which shall include but not limited to travel and health/medical insurance with worldwide protection) before they arrive at Hong Kong. CityU students attending the host institution will follow the instructions of the host institution and purchase insurance as required. It is the responsibility of the students to obtain and maintain insurance coverage throughout the entire period of their study at the host institution.

3.9 Each exchange student is responsible for obtaining the correct visa, passport, and other necessary personal travel documents for study in the other country or territory.

3.10 Participation in an exchange under this Agreement does not give rise to any rights of subsequent transfer to the regular degree programs of the host institution.

4. The Host Institution’s Obligations

4.1 The host institution shall provide exchange students with an identifiable contact who is responsible for assisting students with enrollment and welfare issues.

4.2 The host institution shall send a pre-departure package to each of the incoming exchange students, and organize an orientation program for the students upon their arrival.

4.3 The host institution shall provide information to exchange students on local transportation from the airport to the campus.

4.4 The host institution shall maintain records of exchange students with the same personal and academic information tracking as for regularly enrolled students. On completion of the exchange, the host institution shall mail an official transcript to the responsible officer of the home institution.

4.5 Each institution shall assist participating exchange students in obtaining the appropriate visa for the period of the exchange. Notwithstanding, each student shall be responsible for obtaining his or her visa, passport or other required documents and for any necessary charges. The institutions shall not be liable for the failure on the part of the students to obtain the required documents.

4.6 While the host institution is not obliged to arrange housing for the participating students, it should assist participating students in locating the appropriate housing for the period of the exchange to the extent possible.

5. Validity and Renewal of Agreement

5.1 This Agreement is made in a set of two. Each party will keep one copy.
5.2 This Agreement will take effect immediately once signed and will remain in force for FIVE (5) years from the date of signing unless and until terminated by either institution with SIX (6) months prior notice in writing.

5.3 This Agreement will be subject to revision or modification by mutual consent given in writing.

5.4 Notwithstanding termination of the Agreement pursuant to Clause 5.2 or expiry of the Agreement, the termination or expiry of the Agreement shall allow for any participating exchange students who have commenced study at either institution by the date of the termination or expiry to complete their approved course of study.

Executed for and on behalf of City University of Hong Kong

Professor Lin Feng
Acting Dean,
School of Law

9 April 2014
Date

Executed for and on behalf of Université de Montréal

Dr. Geneviève Tanguay
Vice-Rector Research, Creation, Innovation and International Relations

2014 05 14
Date

Professor Paul Kwan-sing Lam
Chief-of-Staff
School of Law

17 - 4 - 2014
Date

Professor Guy Lefebvre
Dean
Faculty of Law

Date