Université de Montréal
Faculté de droit,
Montréal, Québec
Canada

&

EBS Universität
für
Wirtschaft und Recht
EBS Law School
Rheingau/Wiesbaden
Germany

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In recognition by each institution of the high quality of teaching and research conducted at the other, the above institutions desire to collaborate and mutually benefit, and have agreed to following student exchange agreement.
The Université of Montréal, Faculté de droit, hereinafter referred to as UMONTREAL, and the EBS Universität für Wirtschaft und Recht – EBS Law School, hereinafter referred to as EBS, desire to provide their students with a broad academic curriculum and a unique learning experience in an overseas environment and hereby agree to co-operate in the following manner.

§ 1 Definitions

In this agreement, the following terms will be interpreted as follows:

(a) Exchange period – the period during which a student is attached for exchange, which shall be either one semester or two consecutive semesters;

(b) Exchange student – a student who participates in the exchange programme under this agreement;

(c) Home institution – the institution of higher education in which a respective exchange student is originally enrolled;

(d) Host institution – an institution of higher education to which a respective exchange student is attached for the duration of exchange;

(e) Unit of exchange – one exchange student attending an academic semester or a part thereof at the host institution.

§ 2 Scope of Exchange

(a) The parties hereby agree to establish an exchange of students. The agreement is founded on the basis of reciprocity, with the intention of achieving on the part of each institution an equal manner of units of exchange by the end of the duration of this memorandum.

(b) A maximum of 2 units of exchange at undergraduate and 2 units of exchange at graduate level each way per academic year will be initially arranged. However, this number may vary in any given year, provided a balance of exchanges is obtained over the term of this agreement. The number may be amended in mutual consent. Two students in attendance for a semester is equivalent to one student in attendance for two semesters; both are considered two units of exchange. Once a student from the home institution has registered at the host institution for one term or one academic year, the quota is regarded to be filled even if the student fails to complete the term or academic year for any reason.

(c) The obligations of the two institutions under this agreement are limited to the exchange student only, and do not extend to their spouses and/or dependants.

§ 3 Summer School Programme

(a) UMONTREAL may nominate up to 4 undergraduate and/or graduate students to participate in the EBS intensive summer programmes.

(b) 2 UMONTREAL students shall equal one unit of exchange on behalf of EBS.
§ 4 Screening & Selection
The home institution will be responsible for screening and selecting students for the programme and should ensure, amongst other things, that the students are proficient in the language of instruction at the host institution. Further requirements for acceptance may be specified in an appendix to this agreement.

§ 5 Candidature
An exchange student is enrolled at his/her home institution and will not, by virtue of the exchange agreement at bar, be regarded as a candidate for degree of the host institution.

§ 6 Accommodation
The host institution will attempt to assist exchange students to obtain, at students’ own expenses, on-campus accommodation or, if not available, off-campus accommodation within reasonable access to the campus, e.g. by public transport. The host institution will provide further reasonable assistance, within its discretion and its capabilities.

§ 7 Enrolment, Attendance & Assessment
An exchange student is permitted to enrol at the host institution in any course, whereas enrolment is subject to admission requirements, course schedule and capacity constraints. The exchange student is required to attend all courses, at which he/she is enrolled; whereas attendance is defined by the host institution. An exchange student who successfully completed courses at the host institution will obtain credits at the home institution in accordance to the regulations of the home institutions.

§ 8 Students’ Obligations
(a) The host institution will issue appropriate documents to assist a prospective exchange student to obtain a visa under the current legislation of the host country. Albeit each exchange student answers for obtaining his or her own visa and for complying with further immigration formalities. Moreover he or she is solely responsible to submit in due time all documents required to pursue the exchange period at the host institution.

(b) An exchange student shall pay tuition and other fees at his or her home institution during the exchange period. No tuition fees shall be payable to the host institution. An exchange student is also liable for all personal expenses incurred at the host institution, including visa, travel, housing, meals, health, books and stationery.

(c) An exchange student is required to cover, at his or her own expense, adequate travel and medical insurance for the entire period when he or she is away from his or her home country for purposes of study abroad, including the exchange period.

§ 9 Regulations of Host University
For the duration and purposes of the exchange, all exchange students are subject to the academic rules and discipline of the host University.
§ 10 Financial Aspects
No monetary consideration will be made, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the programme.

§ 11 Duration & Termination
This agreement shall be valid for a period of five years from the date of its signing and renew itself automatically for successive periods of two years. Both parties may, in their absolute discretion, terminate the agreement by written notice, but at least 6 months’ prior to effective date of termination. Termination will not affect exchanges in effect prior to the effective date of termination.

§ 12 Modifications
The parties may change or modify the term of this agreement only by written amendment signed by the parties.

§ 13 Applicable Law
Any and all disputes arising out of or related to this agreement shall be resolved amicably. Disputes with respect to a particular Exchange Student shall be construed in accordance with the laws of the host country.

§ 14 Non-Discrimination
Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, colour, sex, age, national origin or ancestry, martial status, parental status, sexual orientation, disability, or status as a veteran.

EBS UNIVERSITÄT
FÜR
WIRTSCHAFT UND RECHT

Professor Dr. Dr.
Gerrick Frhr von Hoyningen-Huene
Dean Law School
Date: 12-11-2012
Axel Schumacher
Associate Dean, International Relations

UNIVERSITÉ DE MONTRÉAL

Professor Guy Lefebvre
Dean Faculté de droit
Date:

Professor Dr. Guy Breton
Rector