COLLABORATION AGREEMENT
BETWEEN
UNIVERSITÉ DE MONTRÉAL
AND
MACQUARIE UNIVERSITY

WHEREAS the two institutions are united by a community of interests and goals in the academic and cultural fields;

WHEREAS universities are precisely institutions bound by their very essence, their purpose and their goals to establish channels of communication allowing the exchange of scientific and cultural knowledge;

Université de Montréal (Canada), represented by its Rector, Prof. Guy Breton, and Macquarie University (Australia), represented by its Pro Vice-Chancellor and Provost, Prof. Judyth Sachs;

Hereby decide to establish formal ties between them based on the following provisions:

Article 1. GOAL

Enhance the quality of each partner’s research and training activities by benefiting from their convergence of interests.

Article 2. COMMUNICATIONS

The two parties shall exchange information and offer one another reciprocal support on academic, cultural and administrative matters through exchanges of publications and other appropriate actions.

The two parties shall consult one another whenever they deem necessary, and specifically to jointly assess the development of teaching and research actions and to draw up a record of actions already achieved or currently underway.

Article 3. COOPERATION

This Agreement aims to further the launch of collaborative efforts in three areas:

a) The two universities intend to develop joint research projects;
b) They also intend to exchange faculty members;
c) Lastly, they will create a student exchange program.
Article 4. JOINT RESEARCH ACTIVITIES

The parties will see to the development of joint research activities in fields of common interest.

Article 5. EXCHANGE OF FACULTY MEMBERS

The two parties shall promote, within the current regulatory framework:

- The exchange of personnel for periods that may range from a few days to several months;
- Mutual participation in conferences, seminars and internships organized by one of the universities.

Article 6. TERMS OF THE STUDENT EXCHANGE PROGRAM

All candidates admitted to either educational system with the purpose of following a duly authorized study program must comply with the following terms:

- Have completed the equivalent of at least one year of full-time study in the program in which the candidate is enrolled in the home institution and remain enrolled in said program during their stay in the receiving institution;
- Possess an excellent academic record;
- Meet the specific requirements of both the home and host institutions.

Candidates accepted into the exchange program:

- Remain enrolled full-time in the home university to which they pay their tuition fees. The participating institutions agree not to require the payment of tuition fees from the students they welcome;
- Will study full-time for at least one semester but no longer than one academic year in the host institution, in a study program approved by the home institution;
- Are responsible for:
  a) various costs required by the host institution (administration, student activity and health insurance fees), said costs to be made known in advance;
  b) transportation and living expenses (housing and food) for themselves and their dependents;
- Could qualify for the financial assistance programs to which their enrolment in the home institution entitles them.

For the students, these exchanges will result in an academic transcript issued by the host institution making it possible to validate this training by the home institution.

Article 7. FUNDING

The financial agreements pertaining to the execution of projects will be established through consultations between the two universities in accordance with each cooperation program.

For the achievement of cooperation activities, the two universities shall take appropriate steps with likely granting bodies.

Any subsidy granted for cooperation activities shall be administered by the institution which initiated the request.
Article 8. MODIFICATION

The present Agreement may be amended by mutual agreement at the request of one of the parties. Said amendments shall come into effect as of the date set by both institutions.

Article 9. DURATION OF THE AGREEMENT

The present Agreement will come into effect on the date of its signing by the authorities and will remain in force for a period of five years. Each party may move, in writing and with six months' notice to this effect, to amend or terminate the Agreement.

IN WITNESS THEREOF, the parties hereto have offered their signatures:

For Université de Montréal

[Signature]

Prof. Guy Breton
Rector

For Macquarie University

[Signature]

Prof. Judyth Sachs
Deputy Vice-Chancellor and Provost

16-04-2012

Date

7 FFR 06-12

Date
INTERNATIONAL STUDENT EXCHANGE AGREEMENT

AGREEMENT made MAY 2012

BETWEEN

MACQUARIE UNIVERSITY (CRICOS Provider Number 00002.J) of Macquarie University, NSW, 2109, Australia “Macquarie”

AND

UNIVERSITÉ DE MONTRÉAL, Pavillon Roger-Gaudry, suite H-401, 2900, Édouard-Montpetit Blvd., PO Box 6128, Downtown Centre-ville, Montréal (Québec), Canada H3T 1J4

BACKGROUND

A. Macquarie University is a University providing higher education programs in Australia.

B. Université de Montréal is a University providing higher education programs in Canada.

C. Macquarie and Université de Montréal have agreed to enter into a mutually beneficial relationship and establish a Student Exchange Program to broaden the scope of the academic curriculum, create educational relations and cooperation between the Institutions and to promote academic and cultural linkages, enrichment and understanding.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

Alternative Programs means programs of less than one Study Period designed to provide Exchange Students with intensive study opportunities.

Applicant means a student who applies for acceptance into the Student Exchange Program.

Application means an application for admission to the Student Exchange Program.

Exchange Period means the period of enrolment of the Exchange Student at the Host Institution under the Student Exchange Program.

Exchange Student means a student accepted into the Student Exchange Program.

Governance Legislation means the legislation under which an Institution is established and includes any delegated legislation, rules, policies and procedures.

Home Institution means the Institution at which the Exchange Student is formally enrolled as a degree candidate.

Home Institution Program means an academic program offered by the Home Institution in accordance with the Home Institution Governance Legislation.
**Host Institution** means the Institution at which the Exchange Student is enrolled for the Exchange Period under the Student Exchange Program.

**Institution** means either Macquarie or Université de Montréal as the context dictates.

**Non Award Student** means a non-degree enrolled student attending either Macquarie or Université de Montréal for either one or two Study Periods.

**Student Exchange Program** means the program established by this agreement.

**Study Period** means each period of study for which an Exchange Student is enrolled at the Host Institution being a semester or its equivalent.

**Subject** means a course or unit of study which meets the academic requirements of, and has been approved for credit towards the academic program at, the Home Institution.

**Term** means the period set out in clause 2.

### 1.2 Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a policy, document or agreement (including this agreement), or a provision of a policy, document or agreement (including this agreement), is to that policy, document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this agreement or to any other agreement or document includes a successor in title, permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
2. TERM

This agreement commences on _________ for a period of 3 years unless it is otherwise terminated in accordance with clause 13.

3. BALANCED EXCHANGE

3.1 Achieving a balanced exchange

(a) Over the course of the Term, Macquarie and Université de Montréal will seek to achieve a balanced exchange in the number of Exchange Students exchanged between the two Institutions.

(b) Both Institutions will review the Student Exchange Program annually for any imbalance in the number of Exchange Students and will adjust enrolments in the following year to restore balance.

(c) An Institution with a deficit in hosting Exchange Students may agree to accept students enrolled in Alternative Programs in substitution for Exchange Students enrolled in Study Periods under this agreement.

3.2 The Exchange Period

(a) The Exchange Period may be for one or two Study Periods as agreed between the Institutions prior to the Exchange Period commencing.

(b) One student enrolled for two Study Periods is equivalent to two students enrolled for one Study Period each.

4. SELECTION OF EXCHANGE STUDENTS

4.1 Screening Applicants

The Home Institution will screen Applicants according to the admission requirements of the Host Institution as set out in Schedule 1. The Host Institution reserves the right to make a final judgement on the admissibility of each Applicant nominated for exchange.

4.2 Selection criteria

Applicants must:

(a) meet the admission requirements of the Host Institution as set out in Schedule 1;

(b) meet the Host Institution's entry requirements for enrolment in the Subject;

(c) complete the Host Institution's Application form and provide supporting admission documents as required by the Host Institution;

(d) submit a proposed study plan approved by both Institutions;

(e) obtain the agreement of his or her Home Institution that the successful completion of the Subject will be credited towards the Home Institution Program; and
enrol at both Institutions for the entire Exchange Period in a full time enrolment load.

5. ACCEPTANCE AND ENROLMENT

5.1 Acceptance of Host Institutions offer

Applicants must personally accept the Host Institution's offer according to the Host Institution's acceptance procedures notified to the Applicant in the offer correspondence. The Home Institution must not accept a Host Institution's offer on behalf of an Applicant.

5.2 Enrolment

(a) The Host Institution does not guarantee enrolment in any given course. Enrolment is subject to course availability, enrolment conditions established for a course and scheduling constraints.

(b) Exchange Students are not candidates for degrees of the Host Institution.

6. HOME INSTITUTION RESPONSIBILITIES

6.1 Collecting Applications

The Home Institution is responsible for collecting Applications. The Home Institution must send Applications to the Host Institution by the deadlines set out in Schedule 2 unless notified otherwise by the Home Institution.

6.2 Advice to Applicants

The Home Institution will advise each Applicant in writing that acceptance into any Host Institution course, program or unit of study does not entitle the Applicant to entry into any other Host Institution course, program or unit of study or any exemptions from study. Entry or exemptions from study in any other such program is subject to the Host Institution's relevant requirements.

6.3 Credit for Subjects

The Home Institution will determine and notify the Exchange Student whether a Subject is successfully completed by him or her and to what extent it will be credited to the Home Institution's Program.
7. HOST INSTITUTION RESPONSIBILITIES

7.1 Student Visa

The Host Institution will provide the Home Institution with relevant documentation to assist the Exchange Students in obtaining a student visa.

7.2 Acceptance of Applicants

The Host Institution may accept or reject Applications at its discretion. The Host Institution will provide the final written confirmation of placement to the Home Institution in the form of a letter to successful Applicants.

7.3 Enrolment

The Host Institution will enrol a successful Applicant as a full time Non Award Student for the duration of the Exchange Period.

7.4 Facilities and Services

The Host Institution will provide the following facilities and services at no cost to the Exchange Student:

(a) tuition and related services;
(b) orientation program;
(c) reports and statements of results; and
(d) the same academic resources and support services generally available to all students at the Host Institution.

7.5 Accommodation

Macquarie University will guarantee accommodation if an Exchange Student’s Application is received prior to the deadlines set out in Schedule 2. Université de Montréal will negotiate the availability of accommodation with Macquarie University in conjunction with the Exchange Student.

7.6 Statements of results

(a) The Host Institution will provide official transcripts to the Home Institution according to institutional protocol after the release of results at the end of each Study Period. Upon request, the Host Institution will also provide one copy of the statement of results to the Exchange Student.

(b) The Host Institution will supply to the Home Institution all reasonable information requested about the conduct and content of the Subjects and any other academic activities undertaken by the Exchange Student to enable the Home Institution to calculate credit accurately and fully.
8. EXCHANGE STUDENT RESPONSIBILITIES

8.1 Financial costs

Each Exchange Student is responsible for, and must satisfy the Home Institution that
he or she is able to meet the financial costs of, the following items during the
Exchange Period:

(a) costs related to language proficiency testing;
(b) travel to and from the Host Institution;
(c) textbooks, stationery etc;
(d) travel documentation, visa requirements etc;
(e) accommodation, meals and living expenses;
(f) applicable student association fees;
(g) medical/health and personal injury insurance as required by the Host
Institution and country of destination;
(h) personal travel within the country of destination;
(i) costs associated with dependents including education and living expenses;
and
(j) all other debts and incidental expenses incurred during the Exchange Period.

8.2 Tuition Fees

Exchange Students participating in the Student Exchange Program will be exempt
from paying tuition and academic fees to the Host Institution. Exchange Students
must register/enroll at their Home Institution and pay the fees required of them by
their Home Institution in order to participate in the Student Exchange Program.

8.3 Visa

Each Exchange Student must obtain the appropriate student visa and entry
documents as required by the Host Institution’s country.

8.4 Host Institution’s Governance Legislation

Exchange Students are subject to the Host Institution’s Governance Legislation and
codes of conduct for enrolled students. Each Exchange Student will provide written
consent to each Institution to disclose their personal or private information to the other
Institution for the purposes associated with the Student Exchange Program, including
information referred to in Schedule 3.

8.5 Health Cover

Incoming Exchange Students to Macquarie University are required to register for
Overseas Student Health Cover as required by the Australian Government and
incoming Exchange Students to Université de Montréal are required to register for
any compulsory health cover of Université de Montréal’s country.
9. WITHDRAWAL OR DISMISSAL

9.1 Completed Exchange

If an Exchange Student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the course, it will be considered a completed exchange by that Exchange Student.

9.2 Required withdrawal

(a) The Host institution may require the withdrawal of any Exchange Student whose academic standing or conduct warrants such action.

(b) The Host Institution will consult with the Home Institution before finalising such a withdrawal.

(c) If an Exchange Student is required to withdraw under this clause 9 it will be considered a completed exchange by the Exchange Student.

10. EXCHANGE STUDENTS’ FAMILIES

The Student Exchange Program does not include services and facilities for accompanying spouses and/or dependents. Where an Applicant proposes that he or she will be accompanied, it is subject to the approval of the Host Institution and on condition that all additional expenses and workload are the responsibility of and will be met by the Exchange Student.

11. STUDENT EXCHANGE PROGRAM REVIEW

The Parties will review the Student Exchange Program annually in good faith:

(a) to identify new opportunities for cooperation in scholarship; and

(b) consider whether any of the terms of this agreement need modifying.

12. COMPLIANCE WITH AUSTRALIAN LAWS

Australian law requires providers of education and training courses to overseas students to comply with the Education Services for Overseas Students Act 2000 (ESOS Act) and the National Code made under the ESOS Act. Macquarie will provide [Other University] with accurate information and material (including electronic information and material) about studying at Macquarie University (Macquarie information). [Other University] agrees to:

(a) ensure that each prospective Exchange Student is provided with this Macquarie Information; and

(a) identify Macquarie as the provider of the Student Exchange Program in Australia and include Macquarie’s CRICOS Provider Code 00002J in all written material, including material in electronic form, concerning the Student Exchange Program. Such material will generally be provided by Macquarie and must not be modified without prior written approval of Macquarie.
13. TERMINATION

(a) This agreement may be terminated by either Institution on six months' written notice.

(b) Any Exchange Student enrolled at the Host Institution at termination will be allowed to complete their exchange program at the Host Institution.

14. INDEMNITY

(a) Each party indemnifies the other party against any loss, claims, costs or expenses incurred in connection with any unlawful act or negligent act or omission of that party or any of its employees or agents.

(b) This indemnity survives termination of this agreement.

15. INSURANCE

Both parties must obtain and maintain public liability insurance in the amount of A$20,000,000 during the term of this agreement.

16. NOTICES

16.1 How to give effective notice

A notice, consent or other communication under this agreement is only effective if it is in writing, signed and either left at the addressee’s address or sent to the addressee by pre-paid mail (by airmail if the addressee is overseas). If it is sent by pre-paid mail it is taken to be received three Business Days (or to a place outside Australia – seven Business Days) after posting.

16.2 Addresses for notices

A person’s address is that set out below or as the person notifies:

MACQUARIE UNIVERSITY
Mr David Wright
Vice President, International and Strategy
Macquarie University
Address: Building E3A
North Ryde, NSW 2109 Australia
Email: david.wright@mq.edu.au
Facsimile: (612) 9850 7733

OTHER UNIVERSITY DETAILS

UNIVERSITÉ DE MONTRÉAL
Mr. Yves Guay
Director, International Relations Office
Address: 3744 Jean-Brillant St.
Suite 581, Montréal (Québec), Canada
Email: yves.guay@umontreal.ca
Tel: (514) 343-5843
Facsimile: (514) 343-7138
17. GENERAL

17.1 Governing Law

(a) This agreement is governed by the laws applicable to New South Wales, Australia.

(b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and of any court that may hear appeals from any of those courts, for any proceedings in connection with this agreement.

17.2 Exercise of Rights

The exercise of a right does not prevent the further exercise of that right or the exercise of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or a variation of the terms of this agreement.

17.3 Operation of this Agreement

(a) This agreement contains the entire agreement between the parties as to its subject matter and may only be amended in writing signed by both parties.

(b) Any provision of the agreement which is unenforceable or partly enforceable is where possible, to be severed to the extent necessary to make this agreement enforceable, unless this would materially change the intended effect of this agreement.

17.4 Counterparts

This agreement may be executed in counterparts.

EXECUTED on behalf of MACQUARIE UNIVERSITY by:

[Signature]
Prof. Judyth Sachs
Deputy Vice-Chancellor and Provost

Date: 4 May 2012

Witness Signature, Name and Title:
[Signature]
[Name]
Date: 04-05-12

EXECUTED on behalf of UNIVERSITÉ DE MONTRÉAL by:

[Signature]
Prof. Guy Breton, Rector

Date: 16-04-2012

Witness Signature, Name and Title:
[Signature]
[Name]
Date: 16-04-2012
Schedule 1: Admission Requirements (Clause 4.1)

<table>
<thead>
<tr>
<th>Required number of years of full time study completed at Home Institution</th>
<th>Incoming to Macquarie University</th>
<th>Incoming to Université de Montréal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 year</td>
<td>1 year</td>
</tr>
<tr>
<td>Academic Requirements</td>
<td>GPA: 2.5/4 or equivalent</td>
<td>GPA: 2.7/4.3 or equivalent</td>
</tr>
<tr>
<td>Language requirements</td>
<td>The student must satisfy language proficiency requirements as outlined at: <a href="http://www.international.mq.edu.au/study/apply/english">www.international.mq.edu.au/study/apply/english</a></td>
<td></td>
</tr>
<tr>
<td>Undergraduate level accepted</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Postgraduate level accepted</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Schedule 2: Application Deadlines (Clause 6.1 and clause 7.5)

**Macquarie University Student Exchange Application Deadlines:**

1) Deadlines for Student Exchange Applications for semester 1 the following year:
   30 October

2) Deadlines for Student Exchange Applications for semester 2 of the same year:
   30 April

**Université de Montréal Student Exchange Application Deadlines:**

1) Deadlines for Student Exchange Applications for the Fall Semester (Sept. to Dec.) and full academic year (Sept. to April): **Until May 1st**.

2) Deadlines for Student Exchange Applications for Winter Semester (January to April): **Until September 1st**.

For more information on the Admission Process for Student Exchange Programs at Université de Montréal:

http://www.international.umontreal.ca/echange/cap-udem/guide-eng.html