AGREEMENT FOR JOINT DOCTORATE IN LAW THESIS SUPERVISION

between

THE LAW FACULTY OF UNIVERSITÉ DE MONTRÉAL

and

SHANGHAI JIAO TONG UNIVERSITY KOGUAN LAW SCHOOL

Pursuant to the MOU between them, the Law Faculty of Université de Montréal (hereafter “Montréal”) and Shanghai Jiao Tong University KoGuan Law School (hereafter “KoGuan”) sign this joint doctorate in law thesis supervision agreement.

It is agreed that the title of Doctor of Laws (L.L.D.) or Doctor of Juridical Science (S.J.D.) shall be conferred by the parties in accordance with the following joint doctorate in law thesis supervision procedures.

The procedures herein are based on the principle of reciprocity between the parties.

Section 1
The Doctorate in Law candidate who undertakes a jointly supervised thesis shall pursue his or her academic and research work under the direction and tutorship of one professor from Montréal and one professor from KoGuan, both of whom agree to oversee and guide said candidate throughout the Doctorate in Law program.

Section 2
The candidate shall be enrolled in a Doctorate in Law program at each institution. He or she shall pay tuition and registration fees at the university where he or she is physically based.

Section 3
The Doctorate in Law student shall fulfill a portion of his or her academic and research requirements at Montréal and the remaining portion at KoGuan. The dates and durations of each portion are to be determined (at least three full time terms/semesters in each institution). The practical terms/semesters and conditions for completing the Doctorate in Law program shall comply with the regulations in force at both institutions.

Section 4
Should the topic of the Doctorate in Law thesis require protection in terms of its publication or the application of research findings, this protection shall be provided in accordance with the laws and regulations of the respective countries in which the aforementioned institutions are based.

Section 5
The thesis shall be examined once at one of the two institutions, with the express consent of the other, and in accordance with the regulations in effect at the designated institution. The degree awarded by each institution shall
make reference to the collaboration of the partner institution as well as the degree conferred by each institution in the area of specialization in which the student is enrolled.

Section 6
The thesis committee shall be made up of representatives from both universities; an equal number is recommended but is not compulsory. It shall comprise, in addition to the committee chair chosen by mutual agreement according to the existing provisions of the concerned faculties, at least four members, including the two thesis supervisors and one external member not associated with either institution.

Section 7
The procedures related to the organization of the Doctorate in Law program shall be established by mutual agreement by the two thesis supervisors. The content of the comprehensive examination administered by Montréal shall be adapted to the Doctorate in Law student’s acquired knowledge, as demonstrated during his or her previous studies.

Section 8
The thesis shall be written in English or in French, with a detailed Chinese abstract, with the consent of the concerned faculties.

Section 9
The parties may amend and supplement this agreement by written agreement(s).

Section 10
This agreement shall enter into force for three (3) academic years upon signature by representatives of both parties and be re-evaluated upon expiration.

Section 11
Any Doctorate in Law program that may have commenced at either party before the date of termination of this agreement shall be completed normally.

Section 12
Any dispute arising from the implementation or interpretation of this agreement will be resolved amicably by consultation between the parties.

Section 13
The parties will sign duplicate originals of this agreement and each party will retain one original.

Université de Montréal
Law Faculty

Professor Guy Lefebvre
Dean

Date: March 22, 2013

Shanghai Jiao Tong University
KoGuan Law School

Professor JI Weidong
Dean

Date: March 22, 2013