AGREEMENT ESTABLISHING STUDENT EXCHANGE PROGRAM
between
THE LAW FACULTY OF UNIVERSITÉ DE MONTRÉAL (UdeM)
and
SHANGHAI JIAO TONG UNIVERSITY KOGUAN LAW SCHOOL

To enhance the legal education of their respective students and collaborate more closely in teaching and research, the Law Faculty of Université de Montréal and the Shanghai Jiao Tong University KoGuan Law School (hereinafter “KoGuan”) agree to conclude the following reciprocal student exchange program agreement:

1. During each year of the term of this Agreement, each party may send two students ("exchange students") to be enrolled at the other party for one academic semester. One student enrolling for one academic year will be deemed to be the equivalent of two students enrolling for one academic semester. The parties will seek to achieve parity of participation over the period of this Agreement.

2. Exchange students will be enrolled at the host institution for a period not exceeding one academic year with course credits earned during the exchange period to be transferred back to and recognized by the home institution.

3. Exchange students must have completed at least two years of undergraduate law studies or one full year of graduate law studies at the home institution prior to participation in the exchange and must be in good academic standing. If taking courses with special language requirements, exchange students must have suitable levels of language ability for the study of such courses at the host institution.

4. Exchange students will pay tuition fees to the home institution and will be exempted from paying such fees at the host institution. Exchange students will be responsible for arranging the necessary visa and for covering the cost of accommodation, international travel, travel in the host country, books, equipment, consumables, health insurance, and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur.

5. Exchange students will be selected by their own institution. However, host institution reserves the right to reject proposed exchange student candidates, especially if the candidate does not meet the admissions requirements in effect for exchange student status at the host institution.
6. Both parties will nominate and communicate student candidates to the host institution prior to May 1 (or earlier, if possible) for fall semester, and October 15 (or earlier, if possible) for Spring Semester. Both parties reserve the right to reject any application if it is not received on or before the dates specified above.

7. Exchange students will pursue an academic program developed in consultation with their home institution and must also comply with prerequisites or other requirements governing admission to specific courses or seminars at the host institution. Assuming exchange students meet prerequisites or other requirements for specific courses, the host institution will make its best effort to ensure that exchange students have access to the courses and seminars that are of interest to them.

8. KoGuan law students must have achieved no less than a 580/92 on the institutional/internet based TOEFL exam to be admitted to the exchange program.

9. Exchange students must enroll in courses for credit and must maintain a minimum of 12 semester credit hours. Exchange students will be expected to attend classes on a regular basis. Exchange students must write exams and other forms of evaluation normally required of students enrolled in a course for credit at the host institution. Transcripts reflecting the final grades will be provided to the university as soon as possible after completion of the courses.

10. Exchange students will be subject to the rules and regulations of the host institution. They will also have the rights and privileges enjoyed by other students at the host institution.

11. Each institution will designate one individual to fulfill the responsibilities of liaison officer to facilitate student exchanges under the terms of this Agreement. As soon as possible every year, these liaison officers will exchange all relevant information about the courses offered at their respective institutions (course description, timetable, full year vs. one-term courses, language requirements, prerequisites etc.).

12. Each institution will make every reasonable effort to assist exchange students in finding suitable accommodations. The cost of such housing will be paid by the student.

13. Exchange students will be entitled to participate in any introductory courses or orientation programs that may customarily be arranged for foreign students at the host institution, and offered as part of the regular curriculum during the semester in which such exchange student is enrolled.

14. Either institution may at any time review this Agreement and the actions taken under it and, by mutual agreement, make any necessary modifications to it.

15. This Agreement will enter into force for three academic years upon signature by representatives of both institutions. Either institution may terminate this Agreement at the end of any academic year by giving at least six months notice. This Agreement will be subject to automatic annual renewals upon expiration unless terminated in writing.
16. Any program or activity that may have commenced at either party before the date of termination of this Agreement will be completed normally.

17. Any dispute arising from the implementation or interpretation of this Agreement will be resolved amicably by consultation between the parties.

18. 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