Cooperation Agreement
for an
Exchange Programme for Students
Between
Université de Montréal (hereafter abbreviated as “UdeM”)
and
Renmin University of China (hereafter abbreviated as “RUC”)

Recitals
It is the intention of the two institutions to promote internationalization by stimulating and supporting inter-cultural exchanges between students from China and students from Canada.

Each institution desires that its students have an opportunity to enrich their educational experience by adding an international dimension to their studies. Further, it is the desire of each institution to allow participating students opportunities to broaden their perspectives and increase their awareness and understanding of other cultures and of international issues.

I. Purpose
The objective of this Memorandum of Understanding (hereafter abbreviated as “MOU”) is to establish an exchange programme for students between UdeM and RUC, based on the principles of mutual equality and reciprocity of benefits.

II. Definitions
In this agreement, unless the context otherwise specifies, ‘exchange’ shall mean a one-for-one exchange of students from each university; ‘exchange students’ shall mean students participating in the exchange implemented herein, ‘home university’ shall mean the institution at which a student intends to graduate, and ‘host university’ shall mean the institution which has agreed to receive students from the home institution.

III. Number of Exchange students
A maximum of 5 semester students will be exchanged between both institutions in each academic year. The number of students may be amended or varied by mutual agreement. For the purposes of reciprocity, one student enrolling for one academic year of study is equivalent to two students enrolling for one semester.

The exchange programme aims for a balance in the number of students exchanged over the term of the MOU. If either university is unable to send the maximum number of students for study during any year of the MOU, then that university will be eligible to send additional students, equal to the deficit, in the following year of the MOU. The intention is that over time, an equal number of student-semesters will be undertaken in each direction. The
exchange programme will be reviewed annually by the Institutions to determine the number of semester places available under the exchange programme for the subsequent year.

Should student demand for exchange places at the host university exceed the agreed number in any one year, these additional students may apply to that host institution’s fee-paying Study Abroad Program under which the student would pay applicable tuition fees.

IV. Academic Year

A selected student may participate in the exchange programme for one semester or academic year of study at the host university.

The agreement of both universities must be obtained by the exchange student to extend the duration of study at the host university into the following semester, subject to an academic year being the maximum duration of study at the host university.

V. Prerequisites for Selection

Both universities will select students for this exchange programme on the basis of merit and other non-discriminatory eligibility criteria as listed in Annex I.

The selected student must meet the admission requirements of the host university and may have to fulfill other conditions, prerequisites and documentation for the host university. The selected student will be nominated by the home university for admission as an exchange student of the host university in the following academic year.

VI. Selection & Nomination

The home university will in each case be responsible for selecting students for exchange under the scheme and will forward all required documentation to the host university to comply with their application procedures and deadlines.

Students chosen by the home university shall normally be accepted by the host university, but each institution reserves the right to decline to accept candidates. The home university may appeal the rejection.

VII. Programme of Study

The exchange students must propose a programme of study at the host university. The course units/modules proposed must fulfill the exchange student’s degree requirements at the home university and fulfill the requirements of full-time study at the host university.

Both universities should provide each other with material on the details of course units/modules available in the following academic year. The material should be regularly updated and accessible to the exchange students from the universities. The material may be placed in the host university’s reference library and/or on the Internet.

The course units/modules must be self-contained and completed within the semester or term. Academic counseling is the responsibility of the exchange student’s faculty/subject area co-ordinator at the home university. An alternative course unit/module, that will fulfill the degree requirements of the exchange student, should be proposed by the home university if the original module/course is unavailable.

Each institution will inform the other of any subject areas to which restrictions apply. The host university reserves the right to exclude students from restricted enrollment programmes.
Exchange students must complete all examinations and assessment associated with any course units/modules for which they register regardless of whether those courses are required for transfer of credit to their home university.

VIII. Fees & Expenses

Tuition fees are paid to the home university, and are waived by the host university. The home university has the discretion to impose certain non-academic or non-obligatory fees on their exchange students, which are to be paid before their departure for the host university.

The financial responsibility of exchange students participating in the exchange programme (under this MOU and for the duration of their study abroad at the host university) is at Annex II. The use of non-academic or non-obligatory facilities, services and functions at the host university may require the payment of fees by the exchange student. Students may be required to pay additional fees at the host university where they enroll in a course unit that involves the use of specific material, this includes, but is not limited to, laboratory fees, instrumental instruction or voice tuition associated with Music study, and fieldwork courses. Where these additional fees are applicable, students will be required to pay these directly to host institution.

The exchange student is responsible for all expenses of accompanying spouse and/or dependants.

This agreement carries no financial implications for the signatory universities except for the afore-mentioned exemption from tuition fees at the host university.

IX. Student’s Obligations

Exchange students are subject to the rules and regulations of the host university, in addition to those at the home university. Any breach of these rules will be dealt with in accordance with the established policies and procedures of the host universities in consultation with the home universities. The other obligations of the exchange students are listed at Annex III.

X. Registration & Administration

i) The student participating in the exchange programme will be registered as a non-degree, non-graduating or not-for-degree student for the duration of study at the host university. This exchange programme MOU excludes any expectation of a transfer to the graduating programme of the host university.

ii) The host university will ensure that the students are provided with the necessary documentation for obtaining the appropriate visa and will arrange an orientation programme for the exchange students.

iii) The host university will make every reasonable effort to provide university-approved or suitable accommodation on or off-campus. Accommodation, although not guaranteed, will be provided at the standard rates. Accommodation does not extend to dependants and/or spouses.

iv) The home university will endeavour to ensure that outgoing exchange students are suitably prepared for their exchange experience in relation to both academic matters and matters of health, language and culture/local customs. The host university will provide appropriate assistance in these same matters for incoming exchange students.

v) The host university will issue an official transcript of credits to the exchange student’s home university upon completion of the duration of study. Responsibility for the transfer of host university credits rests with the home university.
vi) The host university will notify the home university as soon as it becomes aware of any emergency situation involving an exchange student.

vii) The host university will notify the home university of any changes to an exchange students’ enrolment status including but without limitation if an exchange student withdraws or reduces the number of credits attempted.

XII. Non-Discrimination and Equal Opportunities

All participants will be treated in the same non-discriminatory manner in carrying out the provisions of this agreement. Neither party will discriminate on the basis of race, national or ethnic origin, colour, religion, age, gender, sexual orientation, marital status or disability.

XII. Term and Implementation

i) The MOU will come into force upon signature by the authorized representatives of both universities (the date being that of the final signature) and will remain in effect in the first instance for a period of 5 years.

ii) Both universities may at any time review this Agreement and the actions taken under it. Modifications to this MOU may be made only in writing by mutual consent.

iii) The MOU may be extended upon its expiry with the written agreement of both universities.

iv) Either of the universities may terminate this MOU by written notification to the other university of its desire to terminate one year prior to the desired date of termination. The termination of this MOU shall not affect the implementation of the exchanges or programmes approved under it prior to such termination.

v) At UdeM the responsible office will be the International Relations Office. At RUC the responsible office will be the International Office

XIII. Force Majeure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement by reason of any circumstance beyond its reasonable control, including without limitation, fire, explosion, power failure, acts of God; war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; then the party thereby affected shall be excused from its performance on a day-to-day basis to the extent of such interference.
Both universities welcome the establishment of this exchange programme and jointly agree to the terms of this MOU as set out above.

This MOU is a non-legally binding expression of the current intentions of the parties, and the parties will not incur nor be bound by any legal obligations or expense as a result of this MOU.

Prof. Guy Breton  
Rector  
Université de Montreal  

22/10/2012  
Date

Professor CHEN Yulu  
President  
Renmin University of China  

22/10/2012  
Date
ANNEX I  SELECTION CRITERIA

Item V

The home university must ensure that the student(s) selected for the exchange programme:

i. are registered as full-time undergraduate students of the home university;

ii. have successfully completed at least one semester of study at the home university upon application for the exchange programme; and two semesters of study upon admission to the host university;

iii. are students of good standing at the home university with a minimum 'B' average grade or equivalent;

iv. propose an appropriate full-time programme of study at the host university that is approved by the home institution;

v. show the aptitude, motivation and maturity, to thrive in the environment at the host university;

vi. have sufficient funds for all fees, personal and living expenses for the duration of study abroad at the host university.

ANNEX II  FINANCIAL RESPONSIBILITY OF EXCHANGE STUDENTS

Item VIII

The exchange students will be responsible for the following expenses:

i. tuition, academic and obligatory fees at their home university and, correspondingly, these fees will be waived at the host university;

ii. medical/health insurance and/or medical expenses incurred that are not covered by that insurance;

iii. obligatory expenditure required in the country of the host university;

iv. journey to and from the country of the host university;

v. personal and living expenses, including accommodation and food; and

vi. any debts/costs of damages incurred during the course of the exchange period.

ANNEX III  OTHER OBLIGATIONS OF EXCHANGE STUDENTS

Item IX

The exchange students will be responsible for the following:

i. applying for accommodation at the host university;

ii. their travel arrangements;
iii. satisfying the immigration requirements for their journey to and from the country of the host university;

iv. arranging medical and third party insurance to cover the entire period of exchange at the host university, this insurance must include medical evacuation and repatriation;

v. registering with the diplomatic mission of the home country upon arrival in the country of the host university;

vi. providing the appropriate authority at the home university with their postal and other addresses, upon registration at the host university; and

vii. registering with the home university for the next semester, upon completion of the duration of study at the host university.