STAFF EXCHANGE AGREEMENT
between
THE UNIVERSITY OF ADELAIDE, AUSTRALIA
and
UNIVERSITE DE MONTREAL, CANADA

1. The University of Adelaide, through its Adelaide Law School in the Faculty of the Professions and Université de Montréal Faculty of Law agree to establish a staff exchange program to foster ongoing activities between the parties, to benefit both parties’ teaching activities and to further the internationalisation of both parties.

2. The purpose of this Agreement is to establish a framework within which staff exchange may occur between the two institutions. This will occur within the context of the regulations and policies of each institution, and subject to the availability of resources.

3. The members of staff of each institution and the exchange period shall be as agreed between the parties from time to time.

4. The institution sending a staff member (“Sending Party”) undertakes that its staff member will assist the party accepting that staff member (“Host Party”) to the best of their skill and ability and will act under and in accordance with the lawful directions of the Host Party.

5. For the purpose of this Agreement, each staff member who participates in a staff exchange pursuant to this Agreement will remain an employee of the Sending Party and in no circumstances will be deemed to be an employee, contractor or agent of the Host Party.

6. The Sending Party will ensure that its participating staff will undertake to comply with all standards, rules, regulations and codes applying to the Host Party and that all instructions relating to health, safety, security and discipline as applied to the Host Party’s own staff or as it may be specified form time to time by the Host Party acting reasonably.

7. The Sending Party will be wholly responsible for the costs of employing plus its participating staff members including salary, superannuation, tax and other employment expenses, and payment of accommodation and travel expenses and allowances.
8. The Host Party will provide such facilities, materials, office accommodation, computer access, clerical support, library privileges and equipment as are reasonably required for visiting staff.

9. Each institution will provide staff exchange visitors with reasonable assistance with immigration formalities and information regarding suitable living accommodation.

10. The Sending Party will accept any liabilities for personal injury or loss or damage to personal property which might be sustained by its participating staff member in connection with a staff exchange pursuant to this Agreement. Such liability does not apply to the extent that any such injury or loss of or damage to property is caused by the negligence or wrongful act or omission of the Host Party or its officers, employees, agents or sub-contractors.

11. Both parties shall designate a contract representative for this Agreement. For the University of Adelaide, the contract representative shall be the Pro Vice-Chancellor (International). For Université de Montréal, the contract representative shall be the Associate Dean in charge of the International Relations.

12. This Agreement comes into effect when signed by both universities. It will remain in effect for a period of five years from that date. Not less than two months prior to its expiry, the two institutions will review its operation and decide whether or not to renew it. Any such renewal shall be signed by an authorised representative of each university, and may include variations to this Agreement.

13. This Agreement may be terminated by the written mutual consent of both universities, or by either university giving 30 days written notice to the other institution.

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Signed on behalf of Université de Montréal:

Professor Guy Breton
Rector
Date: **Sept 31, 2014**

Signed on behalf of The University of Adelaide:

Professor Kent Anderson
Pro Vice-Chancellor (International)
Date: **31 JUL 2014**

Signed on behalf of Université de Montréal:

Professor Guy Lefebvre
Dean of Law
Date: __________________

Signed on behalf of The University of Adelaide:

Associate Professor Paul Babie
Associate Dean of Law (Research)
Date: __________________