STUDENT EXCHANGE AGREEMENT

between

THE UNIVERSITY OF ADELAIDE,
AUSTRALIA

and

UNIVERSITÉ DE MONTRÉAL,
CANADA

The University of Adelaide through its Adelaide Law School in the Faculty of the Professions and Université de Montréal Faculty of Law agree to engage in a student exchange program as follows.

1. OBJECTIVE

The objectives of this Agreement and the student exchange program are to promote international understanding and to enhance educational opportunities for the students of both universities.

2. STUDENT EXCHANGES

2.1 Student exchanges under this Agreement will commence in semester 2, 2015 for the University of Adelaide and in semester 1, 2015 for Université de Montréal.

2.2 The academic year at the University of Adelaide has two semesters: Semester 1 from late February until late June and Semester 2 from late July until mid-November.

2.3 The academic year at Université de Montréal has two semesters: Semester 1 from late August until late December and Semester 2 from beginning of January until beginning of May.

3. NUMBER OF STUDENTS

3.1 In each calendar year each university may generally send to the other university five law undergraduate or postgraduate students for the substantive equivalent of one full-time academic
year, which may be, for example, ten students for one semester or the corresponding pro-rata for a single intensive course or any combination thereof. This number may be varied by mutual written agreement.

Undergraduate exchange students may select undergraduate or postgraduate courses. Postgraduate exchange students may select undergraduate or postgraduate courses. They may not undertake a combination of undergraduate and postgraduate courses.

3.2 The universities intend that the exchange program should contain a balance in the number of student semester places exchanged over the term of the Agreement. Both universities will review the exchange program annually for any imbalances in the number of exchange students and may adjust the number of students over the duration of this Agreement so as to rectify any imbalance. The number of students exchanged does not have to be exactly reciprocal each year but should balance over the life of this Agreement. If the number of students exchanged is very unbalanced over any two year period, the university which is receiving more students than it sends may reduce the ceiling on the number of student semester places specified in clause 3.1.

3.3 In addition to the students exchanged by the universities under clauses 3.1, the universities acknowledge that they intend to organise annual study tours for:

(a) a University of Adelaide group of between twenty and forty students; and

(b) a Université de Montréal group of between twenty to forty students

each to undertake a two-week intensive program at the University of Adelaide, taught by a Université de Montréal academic, followed by a two-week intensive program at Université de Montréal, taught by a University of Adelaide academic. This arrangement will be not be undertaken until after the further written agreement of both universities. The terms and conditions, including any financial arrangements and the academic program, shall be set out in a written Agreement signed by an authorised representative of each university.

4. SELECTION OF STUDENTS

4.1 Applications from Université de Montréal students to commence in Semester 1 (February) at the University of Adelaide must reach the University of Adelaide by 1 November of the previous year, and for Semester 2 (July) by 1 May of that year.

4.2 Applications from University of Adelaide students to commence at Université de Montréal must reach Université de Montréal by 15 June.

4.3 The exchange program is limited to a maximum of one academic year (two semesters) for any student. A student may continue as an exchange student at the host university beyond two semesters only if both universities agree in writing. Alternatively, the student may apply for a transfer to study abroad status or to enrolment towards the degree of the host university, in which case both universities acknowledge that the student will be required to pay the tuition fees of the host university.

4.4 Each university will select its students for the exchange program in accordance with its own criteria and procedures but subject to the following guidelines:
(a) University of Adelaide students selected for exchange must have completed at least one year of study and have achieved at least a credit grade average (65%) in their studies to be eligible to participate.

Université de Montréal students selected for exchange must have completed one year of study and have achieved at least 2.8 in their studies to be eligible to participate.

(b) Exchange students must meet the language requirements set by the host university:

- Exchange students seeking admission to the University of Adelaide must meet the University of Adelaide’s English language requirements, which as at the time of entering into this agreement are specified at http://international.adelaide.edu.au/abroad/incoming/apply/.

- Exchange students seeking admission to Université de Montréal must have a French language proficiency to undertake a period of study at the Université de Montréal. Exchange students must provide a certification or a test to proof their proficiency. There is no language requirement if University of Adelaide students are authorized by the Faculty of Law of the University of Montreal to exclusively enroll in courses taught in English at Université de Montréal.

- Each university is responsible for verifying the language requirements for their exchange students before sending them to the other University.

4.5 The host university reserves the right to decide on the admissibility of each student nominated notwithstanding clause 4.4. Without limiting that right, the universities will in ordinary circumstances accept students nominated by the other university provided that those students meet the requirements of clause 5.

4.6 Prior to a student travelling to the country of the host university, the student’s home university will ensure that she or he has been given full information in relation to:

(a) her or his obligations, rights and requirements as set out in clauses 5, 6, 7 and 8; and

(b) the cost of living in the country of the host university and the nature of her or his likely expenses (including those expenses listed in clause 7.2).

However, the universities acknowledge and agree that:

(c) the home university is not responsible for the conduct of its exchange students nor guarantees their compliance with clauses 5, 6, 7 and 8; and

(d) the host university is not responsible to provide any financial support to exchange students who have underestimated or misunderstood the cost of living in the host country.

5. **STUDENT VISA AND HEALTH INSURANCE REQUIREMENTS**

5.1 The universities acknowledge and agree that each exchange student will be responsible for obtaining a visa and other related documents required for study at the host university. The host university gives no warranty that any student will be entitled to an appropriate visa, but the host university will provide incoming exchange students with such valid certification as may be required to obtain a student visa for the full period of the exchange.
5.2 The universities acknowledge and agree that each exchange student will be required to carry an adequate policy for travel and health insurance that is satisfactory to the host university for the full period of the exchange and provide proof of this to the host university upon request.

(a) All exchange students from Université de Montréal are required by the Australian Government to purchase in advance the Australian Government approved Overseas Student Health Cover for the duration of their Student Visa in Australia, before applying for their student visa.

(b) All exchange students from the University of Adelaide are automatically signed up for group medical insurance. The plan covers medical and hospital fees and prescription drugs. The University’s Bureau des étudiants internationaux explain to the students concerned the details of this process upon their arrival. All exchange students must assume the costs of this insurance.

6. ACADEMIC PROGRAM OF STUDENTS

6.1 Each university will:

(a) Register the other university’s exchange students as non-degree students of the host university who continue as students of their home university.

(b) Permit the other university’s exchange students to enrol at the host university in courses for which they are qualified, as long as places are available.

(c) Ensure that students maintain full-time enrolment status, in accordance with the requirements of their student visa.

- For Université de Montréal students studying at the University of Adelaide, the minimum enrolment is 9 credit units (22.5 ECTS) per semester and the maximum enrolment is 12 credit units (30 ECTS) per semester.

- For University of Adelaide students studying at Université de Montréal, the minimum enrolment is 12 credit units (24 ECTS) per semester and the maximum enrolment is 15 credit units (30 ECTS) per semester.

(d) Provide advice and information to exchange students on the courses relevant to each exchange student’s studies.

(e) Ensure that exchange students will receive the same tuition, be subject to the same course requirements and be assessed in the same manner as the students from the host university. Students studying under this program will be accorded the same rights and privileges as other international students at the host university.

(f) On completion of a student’s course of study, forward an official transcript to the student and/or the home university.

6.2 Credit for courses taken will be transferred at the discretion of the home university in accordance with its policies and procedures.

6.3 The parties acknowledge and agree that only courses offered by the Adelaide Law School and Université de Montréal Faculty of Law will be available to exchange students under this Agreement. The parties also acknowledge that certain restrictions apply.
5.

- For the University of Adelaide, exchange students from Université de Montréal will be notified if courses are restricted upon application.

- For Université de Montréal, exchange students from the University of Adelaide may choose a course from the list of courses offered to exchange students. Any other course outside the list could be taken upon authorisation [http://www.droit.umontreal.ca/baccalaureat_droit/programme_echange.html]

6.4 For Université de Montréal, a list of courses offered in English as at the time of entering into this agreement can be found at: http://businesslawglobalcontext.wordpress.com/

7. **FINANCIAL ARRANGEMENTS**

7.1 Subject to clause 4.3 each university will waive the tuition fees for exchange students. The universities acknowledge and agree that other fees such as course materials fees or computer use fees may be required of exchange students by the host university. The universities acknowledge that each exchange student shall pay all required tuition and educational fees to her or his home university.

7.2 The universities acknowledge and agree that all other costs, including travel, accommodation, health insurance, textbooks, passport and visa costs and living expenses are the personal responsibility of the student.

7.3 The universities acknowledge and agree that these provisions do not prevent applications from students for scholarships from their home university or independent bodies, but that students can not be guaranteed that such scholarships will be available to them.

8. **STUDENT SUPPORT AND OBLIGATIONS**

8.1 The host university will provide exchange students with on arrival assistance (including assistance with finding suitable accommodation), orientation and ongoing support services throughout the period of enrolment. The host university will ensure that students will be able to access a full range of student support services available to students of the host university.

8.2 The universities acknowledge and agree that:

(a) All exchange students must abide by the laws of the host country and the regulations, rules and policies of the host university; and

(b) All exchange students must comply with the requirements of their student visa, including requirements concerning full-time enrolment, attendance and participation in all learning activities and all other applicable rules and regulations.

8.3 If any of the exchange students studying at the host university are unable to continue their studies, as soon as practicable after becoming aware of this the host university will advise the home university and provide relevant details.

8.4 Exchange students who fail to abide by the requirements of clause 8.2 may be subject to disciplinary action and may be required to leave the host university. If any exchange student is subject to disciplinary action or required to leave the host university, the host university will advise the home university and provide relevant details as soon as practicable.
9. CONTACT PERSONS

9.1 The University of Adelaide contact persons for matters falling within this Agreement are:

(a) **Matters affecting the terms of the Agreement:**

- **Position:** Pro Vice-Chancellor (International)
- **Address:** North Terrace, Adelaide SA 5005   Australia
- **Email:** pvc@adelaide.edu.au
- **Telephone:** +61 8 8313 5229
- **Facsimile:** +61 8 8313 0075

(b) **Matters concerning the general implementation of this Agreement:**

- **Inbound**
  - **Position:** Manager, Inbound Study Abroad and Exchange
  - **Address:** 115 Grenfell Street, Level 9, Adelaide SA 5005   Australia
  - **Email:** inbound@adelaide.edu.au
  - **Telephone:** +61 8 8313 4379

- **Outbound**
  - **Position:** Manager, Global Learning, Global Engagement Office
  - **Address:** North Terrace, Adelaide SA 5005   Australia
  - **Email:** GLO.agreements@adelaide.edu.au
  - **Telephone:** +61 8 8313 1517

(c) **Matters concerning any emergency or any matter pertaining to individual students:**

- **Position:** International Student Advisor, Student Support Services
- **Address:** North Terrace, Adelaide SA 5005   Australia
- **Email:** isc@adelaide.edu.au
- **Telephone:** +61 8 8313 4828

9.2 The Université de Montréal contact persons for matters falling within this Agreement are:

(a) **Matters affecting the terms of the Agreement:**

- **Position:** Assistant Dean International Relations
- **Address:** Pavillon Maximilien-Caron, C.P. 6128, suc. Centre-ville, Montréal, Qc. H3C 3J7
- **Email:** benoit.moore@umontreal.ca
- **Telephone:** 1+(514) 343-7731

(b) **Matters concerning the general implementation of this Agreement:**

- **Position:** Student Mobility Coordinator
- **Address:** Pavillon Maximilien-Caron, C.P. 6128, suc. Centre-ville, Montréal, Qc. H3C 3J7
- **Email:** Yenny.vega.cardenas@umontreal.ca
- **Telephone:** 1+514-343-6111 ext. 4060

(c) **Matters concerning any emergency or any matter pertaining to individual students:**

- **Position:** Student Mobility Coordinator
- **Address:** Pavillon Maximilien-Caron, C.P. 6128, suc. Centre-ville, Montréal, Qc. H3C 3J7
- **Email:** Yenny.vega.cardenas@umontreal.ca
- **Telephone:** 1+514-343-6111 ext. 4060
10. **TERM OF AGREEMENT**

10.1 This Agreement comes into effect when signed by both universities and will continue for a period of five (5) years from that date unless ended earlier in accordance with clause 10.3.

10.2 No less than six months prior to the expiry of this Agreement, each university will review the operation of this Agreement and decide whether or not to renew it. The universities may renew this Agreement for a mutually agreed period. Any such renewal shall be in writing and signed by an authorised representative of each university and may include amendments to the terms and conditions of this Agreement.

10.3 This Agreement may be terminated at any stage by either university giving six months’ written notice to the other university.

10.4 In the case of termination under clause 10.3, students who have already been notified of acceptance by the host university shall be allowed to undertake and complete the student exchange in accordance with the terms of this Agreement.

10.5 This Agreement represents the entire agreement between the universities in relation to student exchanges after the commencement of this Agreement. The only enforceable obligations and liabilities of the parties in that regard are those that arise out of this Agreement. Any prior representations, correspondence or agreements are superseded by this Agreement.

10.6 The provisions of this Agreement may only be amended by mutual agreement in writing and signed by the authorised representative of each party.

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**SIGNED**

Signed on behalf of  
Université de Montréal

[Signature]

Professor Guy Breton  
Rector

Date: **Sept 3/2014**

Signed on behalf of  
The University of Adelaide:

[Signature]

Professor Kent Anderson  
Pro Vice-Chancellor (International)

Date: **3 1 JUL 2014**

Signed on behalf of  
University of Adelaide:

[Signature]

Associate Professor Paul Babie  
Associate Dean of Law (Research)

Date: 

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*Student Exchange Agreement between The University of Adelaide (Law) and Université de Montréal (Law)*