INTERNATIONAL COOPERATION AGREEMENT

Cooperation agreement by and between Université de Montréal and its Faculty of Law and the University of São Paulo and its Law School (hereafter designated by the term "Law Schools").

By this Cooperation Agreement, the parties hereto, to wit: (i) Université de Montréal (UdeM) and its Faculty of Law, herein represented by its Dean, Prof. GUY LEFEBVRE, and (ii) the UNIVERSIDADE DE SÃO PAULO (USP) and its Law School, herein represented by its Dean, Prof. ANTONIO MAGALHÃES GOMES FILHO, have mutually agreed as follows:

1. OBJECT

1. This Agreement covers academic cooperation in the field of Law.

2. TARGETS AND FORMS OF COOPERATION

1. In order to achieve the goals above mentioned, the parties to this agreement will promote:

1.1. Exchanges of graduate and undergraduate students, masters, doctors and professors, pursuant to legal provisions of the States to which the parties are bound to;

1.2. Participation of any academic agents from the Law Schools into classes of each other;

1.3. Enrollments of students from the Law Schools in Summer Courses, Free Courses, Workshops and any other academic events in preferable conditions to be negotiated;

1.4. Enrollments of graduates or undergraduate students in programs of the Law Schools involved shall respect the selection procedures fully organized and publicized in advance and which shall consider the candidate’s academic merits;

1.5. Exchange of professors for participation in subjects, classes and lectures in the program of under graduation especially;

1.6. Cooperation of professors from the Law Schools involved in the cooperating academic direction of theses and academics papers to be written for career progression and scientific development, including participation in masters and doctorate programs board of examiners, as well as in other academic commission for the career progression of professors;
1.7. Exchange of researchers, with the reciprocal commitment of the Law Schools to control and coordinate the research project.

3. FUNDING

1. The parties will gather the best efforts so that the activities and means of academic cooperation described and covered by this agreement will obtain financial support from government and other private and public institutions.

2. Cost of Professors’ exchanges, such as flight tickets and those related to means of transportation will be afforded by the University where these professors come from;

3. The host University will afford the visiting professors accommodation and lodging;

4. Visiting foreign professors will not receive any kind of wage or financial grant for its activities in the host University, but simply its salary as professor or researcher in its own institution;

5. All expenses concerning the academic exchange of students, either for graduate or post-graduate studies, will be afforded exclusively by the student him or herself, except in case of scholarships possibly granted by the parties or any other institution.

6. Exchange students/Researchers/Professors are required to arrange health insurance in their own country before their arrival at the host institution.

4. OBLIGATIONS

1. The Law Schools parties hereof will provide to the visiting foreign professors, researchers and students, participants in any activity provisioned by this agreement, theirs libraries, information center, computer laboratories and other similar means in the same conditions as it is offered to their professors, students and researchers;

2. All taxes, tuition and similar costs related to enrollment, application and the courses themselves shall be waived for students taking part in graduate or undergraduate programs.

5. STUDENTS INTERNATIONAL EXCHANGE

1. The Law Schools of both parties shall accept, every year, for their undergraduate programs, a maximum of five vacancies, each School, for the undergraduate students of each other;

2. The candidates for the exchange students program shall have concluded or up to conclude, at least, two semesters in their home institutions and shall have achieved a minimum general academic performance equal or above 70% of the maximum grade;

3. Foreign students are free to choose those subjects and classes they want to attend and they shall apply for all the exams and duties binding regular students;
4. The parties will gather efforts to recognize studies taken abroad, granting the exchange students credits or academic recognition, respected their special educational rules and systems, and once there is real consistence between the activities exercised abroad;

5. Selection procedures for those students intending to participate in the exchange for undergraduate studies will be determined by the coordinators of this agreement and will include exams and interviews;

6. In case there is no rule herein listed, the rules and principles of the host Law School is applicable with primacy.

6. COORDINATION

1. For the purpose of coordinating the activities to be conducted under this Agreement, USP appoints Professor Rachel Sztajn and UdeM appoints Professor Benoit Moore as coordinators.

2. It shall be incumbent on the Technical and Administrative Coordination to settle and forward all and any academic and administrative issues that may arise during the effective term hereof, as well as to supervise the activities provided for in the Action Plan.

3. Coordinators shall publicize the arrival of foreign professors and researchers, as well as organize the activities to be developed in the university according to Research and Scientific Plans at the aim of better academic results.

7. EFFECTIVE TERM

1. This Cooperation Agreement shall remain effective for a term of 5 (five) years as from the date on which it is executed.

8. TERMINATION

1. This Agreement may be terminated at any time, by either party, upon a 90-day prior written notice to the other party.

2. If upon termination any commitment or any work in course has not been met or completed, the parties shall define, under a Termination Instrument, the liabilities and obligations for the completion or cessation of the projects in progress and any other outstanding liabilities, and shall ensure that work in progress shall be completed, notwithstanding termination.
9. JURISDICTION

1. For the purpose of settling any doubts or disputes that may arise concerning the performance or construction of this Agreement, the parties shall exert their best efforts to arrive at a solution by consent. Should consent prove to be unfeasible, the parties shall appoint, by mutual consent, a third party (a natural person) to act as mediator.

2. If the parties are unable to agree to the appointment of a mediator or if the settlement proposed by such mediator is not acceptable by the parties, the dispute shall be settled by arbitration, in conformity with the Arbitration Rules of the United Nations Committee for International Trade Law (UNCITRAL), such arbitration to be set up in a timely fashion and in conformity with the rules aforesaid, by means of a written notice delivered by either party to the other.

And having thus agreed, the parties hereto execute this Cooperation Agreement in 2 (two) identical counterparts, to one and same effect.

São Paulo, 15-03-2013
(date)

Montreal, 26-03-2014
(date)

UNIVERSITY OF SÃO PAULO
SCHOOL OF LAW

Prof. Antonio Magalhães Gomes Filho
Dean

UNIVERSITY OF MONTREAL
FACULTY OF LAW

Prof. Guy Lefebvre
Dean