Memorandum of Understanding

between

University of Montréal, Canada

and

University of Wollongong, Australia

In order to promote cooperation and the advancement of academic and educational exchanges between the University of Montréal, Canada and the University of Wollongong, Australia the two institutions agree as follows:

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Encouragement of academic and staff visits based on the agreed program of research or other collaboration
- Development of joint teaching programs
- Development of joint research activities and publications in the specified fields
- Participation in seminars and academic meetings
- Exchange of academic materials and other information in order to promote the development of the above cooperation
- Exchange of undergraduate and/or graduate students

The purpose of this Memorandum of Understanding is only to express the intentions of the Parties and is not intended to be legally binding. The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such activities agreed upon will be recorded and governed by a separate document executed by both parties. Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon. This Memorandum of Understanding imposes no financial obligations on either party. Both institutions understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

This Memorandum of Understanding will remain current for five years with the understanding that either party may terminate it by giving the other party twelve months’ written notice, unless an earlier termination is mutually agreed upon. Each party recognises that the other party has, may have or will have arrangements of a similar or different nature with other institutions whether in each party’s respective countries or elsewhere in the world, during the currency of this Memorandum of Understanding.

Each party shall not make any public announcement or statement or publish or release any information in relation to any proposed activity or proposed collaboration without the prior written approval of both parties. Each party shall keep confidential any information that it receives from the other party which is marked confidential or on which a party notifies the other party is confidential.

Professor Guy Breton
Rector
University of Montréal
Date: 6th May 2013

Professor Paul Wellings
Vice-Chancellor
University of Wollongong
Date: 

Appendix to Memorandum of Understanding

between

University of Montréal, Canada
and
University of Wollongong, Australia

Student Exchange Arrangements

The Memorandum of Understanding ("MOU") dated [ ], between University of Montréal (UdeM) and the University of Wollongong (UOW) (collectively the "Institutions") documents the intention of the Institutions to engage in a general program of co-operation for mutual benefit. This Appendix documents the student exchange arrangements.

1. Objective

1.1 The purpose of this document is to allow for the exchange of undergraduate and graduate students, which will result in a broadening of academic, professional and cultural perspectives for all involved.

2. Selection

2.1 The home Institution will nominate applicants with above average academic performance. Students must make formal application to the host Institution and satisfy exchange student admission requirements as well as the normal language entry requirements as determined by the host Institution.

2.3 All exchange students must have studied at their home Institution for a period of not less than one academic year.

3. Number of Participants

3.1 Exchanges will normally be on a one-for-one basis. That is, each Institution will send and receive the same number of students over an agreed period of time.

3.2 The number of students to be exchanged from each Institution in one academic year is limited to no more than three (3) students for two semester’s duration or six (6) students for one semester’s duration unless the number is changed by mutual consent of the two parties. The liaison officers for the two Institutions will review the program annually to determine any imbalance in the number of exchange students and adjust the number of students exchanged to maintain a reasonable balance in the exchange.

4. Duration of Exchange

4.1 The period of exchange shall be for one or two sessions to a maximum of one academic year. Any extension of a one semester exchange shall only be permitted with the agreement of both parties.

4.2 Once a mutual exchange has been entered into, if one student member of the exchange withdraws or fails to meet required standards prior to the end of the designated period of exchange, the enrolment status of the other member of the exchange shall not be affected.

5. Academic Program

5.1 The exchange program will allow students to enroll in any of the courses at the host Institution for which the student is appropriately qualified and eligible, except the
programs or courses that are closed to exchange students, or those who may also have certain restrictions or exceptions 1.

5.2 Exchange students shall study on a full-time basis and the courses they will take will be included as part of their regular study programs at their home Institution after approval by their home Institution.

5.2 Transcripts of results and academic records will be provided to the home Institutions as soon as practicable after completion of the exchange provided that the host Institution has the student’s written consent to do so. If a student refuses to provide that consent, the host Institution can refuse to accept the student. The results achieved by the exchange students shall be accepted by each home Institution separately in accordance with their procedures.

5.3 Students enrolled under this exchange program will be subject to all the prevailing rules and regulations of the host Institution.

6. Accommodation

6.1 Both Institutions will assume responsibility for assisting students to find appropriate accommodation either on or off campus providing applications are received by the due date. Students living in on-campus residences will abide by the rules, procedures and accepted standards of behaviour of such residences.

6.2 All accommodation expenses, including application fees, shall normally be paid by the participating student at their host Institution.

7. Costs

7.1 All costs associated with exchanges shall be the responsibility of the participating students.

7.2 Students will pay tuition and other compulsory fees required for the period of exchange to the home Institution. Each host Institution will waive application, registration and tuition fees, except accommodation application fees where applicable. The host Institution shall notify exchange students in advance of any additional costs to be incurred and these will be the responsibility of the participating student.

7.3 Students will be required to have medical insurance of a type and amount acceptable to the host Institution, the cost of which will be paid by the participating student. All overseas students enrolling at UOW are required to pay the Overseas Student Health Cover Charge.

7.4 All travel arrangements and associated expenses, domestic and foreign, and other living expenses shall normally be the responsibility of participating students.

8. Support of Arrangement

8.1 It is understood that both parties shall support and promote the spirit of these arrangements and facilitate as much as possible the academic progress, physical relocation and cultural orientation of all exchange students.

8.2 It is further understood that the absence of exchanges during any one academic year is possible and does not nullify these arrangements.

8.3 The obligations of the parties under these arrangements are only for the participant student and do not extend to their spouses or dependants.

1 Université de Montréal - www.international.umontreal.ca/exchange/cap-udem/documents/ClosedorRestrictedPrograms13-14_000.pdf
8.4 Any students exchange may be summarily terminated by the host Institution if the exchange student commits an act of serious and wilful misconduct.

9. Compliance with the Australian Government Education Services for Overseas Students Act 2000

9.1 The University of Montréal acknowledges that Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which UOW and its representatives and collaborating universities have to comply. These are known as the Education Services for Overseas Students Act 2000 (ESOS Act) requirements and include obligations under the National Code which is made under and forms part of the ESOS Act (http://aei.gov.au/AEI/ESOS/Default.htm).

9.2 The University of Montréal has been made aware of the requirements of the ESOS Act and the National Code by the UOW and agrees to assist UOW to comply with those requirements.

9.3 The University of Montréal agrees to refer students, via any internal publications, to the UOW website (www.uow.edu.au) for further information and shall include the CRICOS provider Number 00102E whenever it refers to UOW.

10. Liaison Officers

10.1 Each Institution shall designate liaison officers for this exchange agreement.

11. Duration of Arrangement

11.1 These arrangements shall become effective upon signing by the last party and its implementation will begin as soon as both institutions have selected qualified and appropriate individuals ready to participate in an exchange.

11.2 These arrangements will be current for the duration of the Memorandum of Understanding between University of Montréal and UOW. Either party may terminate the Agreement with twelve months notice, this being the period necessary to ensure that exchanges planned or in progress are satisfactorily completed.

11.3 Revisions and/or modifications of these arrangements may be agreed between the Institutions in writing.

[Signatures]

Professor Guy Breton
Rector
University of Montréal

Date: 6.4.13

Professor Paul Wellings
Vice- Chancellor
University of Wollongong

Date: ..................