STUDENT EXCHANGE AGREEMENT
BETWEEN
THE AUSTRALIAN NATIONAL UNIVERSITY, AUSTRALIA
AND
THE UNIVERSITÉ DE MONTRÉAL, CANADA

THIS AGREEMENT is made on the 1st day of October 2013

BETWEEN

THE AUSTRALIAN NATIONAL UNIVERSITY, ABN 52 234 063 906, CRICOS Provider No. 00120C, an institution pursuant to the Australian National University Act 1991 (Cth) of Acton, in the Australian Capital Territory, Australia (‘the ANU’)

AND

THE UNIVERSITÉ DE MONTRÉAL, PO Box 6128, Downtown Centre-ville, Montreal (Quebec), Canada H3C 3J7 (‘UdeM’)

together the ‘Parties’.

The Parties agree as follows:

1. Number of Exchange Students and Duration of Exchange

   (a) Commencing with the 2013-2014 academic year, and in each succeeding year during the term of this Agreement, each Party (‘Home University’) will annually nominate up to 2 full year (or 4 semester) full-time equivalent students as exchange students to the other Party (‘Host University’).

   (b) The period of exchange will be one academic term (semester) or one academic year. In the case of UdeM, first term (Fall semester) is from September to December, and second term (Winter semester) is from January to April. In the case of the ANU, first semester is from February to June and second semester is from July to November.
(c) The Parties agree that for the purposes of determining the balance of students exchanged, two exchange students participating for one academic term (semester) will be counted as equivalent to one exchange student participating for one academic year.

(d) Exchange students will continue as candidates for degrees of their Home University and will not be candidates for degrees of the Host University but will be enrolled at the Host University for the duration of their exchange. It is understood that students enrolling at the Host University as candidates for degrees will not be considered as part of this exchange program and will be responsible for tuition and fees of the Host University.

(e) If a Party is unable to send 2 full-time equivalent exchange students per year during any year of the Agreement, then that Party will be eligible to send additional students in the following year to make up for the imbalance in the previous year. However, once a student from a Party has enrolled at the Host University for one academic term (semester)/year of study, the quota is considered to be filled, even if the student fails to complete the term (semester)/year of study for any reason.

(f) If an imbalance of exchange places exists at the time of written termination of this Agreement, the Party having hosted the larger number of exchange students will be entitled to rectify any imbalance by sending additional students to the other Party under the terms of this Agreement within one year from the date that this Agreement terminates.

2. Selection, Course and Enrolment

(a) Exchange students will be selected by their Home University on the basis of the following criteria. They will be recommended to the Host University which will have the final say on whether to accept and enrol the student based on its Statutes, Rules, Orders, policies, procedures, general principles of selection and any special requirements applying to the particular course of study:
i. Students will have completed at least one year of university study prior to application to participate in the exchange; and

ii. have good academic standing (generally a “B” or “Credit” average or better in previous university academic work). Each Host University will determine the minimum academic requirements for incoming students to its university.

(b) Exchange students will pursue an academic program developed in consultation with the student’s Home University. The Host University will permit undergraduate exchange students to enrol in a normal full-time course load and in all courses where they meet the Host University’s prerequisites and language proficiency requirements. At the ANU, graduate exchange places may only be negotiated on a case-by-case basis and are subject to the availability of exchange places. The ANU’s School of Medicine, the Crawford School of Public Policy (within the College of Asia and the Pacific) and the College of Business and Economics do not offer exchange places for graduate students. It is understood that quota limitations, normal timetabling and scheduling constraints apply to all students. At the UdeM, all information related to the Student Exchange Program, including the list of restricted programs, can be found in the following link: http://www.international.umontreal.ca/exchange/cap-udem/guide-eng.html

(c) It will be the Home University’s responsibility to advise students honestly if they do not meet the entry requirements of the Host University.

(d) Neither Party has the right to commit the other Party to accepting any student who does not meet the other Party’s admission requirements.

(e) UdeM acknowledges that due to visa restrictions in Australia, all study to be undertaken in Australia must comprise a full-time load.

(f) Any academic credit received during the course of the exchange program may be transferred to the Home University in accordance with the appropriate regulations of the Home University.
(g) While on exchange, students will be subject to the Statutes, Rules, Orders, Codes, policies, procedures, guidelines and discipline of the Host University and all relevant local laws. Notwithstanding this clause, students will also remain subject to the Statutes, Rules, Orders, Codes, policies, procedures, guidelines and discipline of their Home University.

(h) The Host University will provide the Home University with an official transcript on each exchange student at the completion of the exchange.

3. Fees and Costs

(a) Exchange students will pay normal tuition and fees to the Home University in accordance with the policies of that Party. Neither Party will make charges upon the other Party or upon the exchange students for tuition or application for admission fees.

(b) Each Party will use reasonable endeavours to assist exchange students in finding accommodation on or near the Party’s campus. Students are responsible for paying for their accommodation.

(c) Exchange students will be responsible for personal health and hospitalisation insurance coverage. UdeM students intending to enrol at the ANU must take out Overseas Student Health Cover (OSHC) prior to departure as a condition of their student visa. ANU students intending to enrol at UdeM are automatically signed up for group medical insurance. The associated costs will be charged directly to the exchange student. Any medical expenses that exceed the coverage provided by such insurance will be borne by the exchange student and his/her family.

(d) Exchange students will be responsible for making their own international and domestic travel arrangements and associated costs, as well as for expenses involving meals, study materials, local transportation, personal expenses, passport, visa applications and all other general living expenses.
4. **Education Services for Overseas Students Act**

Australian law requires providers of education and training courses to overseas students to be registered and comply with the requirements of the *Education Services for Overseas Students Act 2000* (Cth) ("ESOS Act") and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students* ("National Code") made pursuant to the ESOS Act. The ANU is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Its CRICOS provider code is 00120C. To ensure that the ANU complies with its legislative obligations, UdeM agrees that it will identify “The Australian National University” as the provider of the exchange program and include ANU’s CRICOS code in all written material, including material in electronic form, concerning the exchange program. Such materials will generally be provided by the ANU. UdeM agrees to advertise and promote the student exchange program in accordance with the obligations set out in the ESOS Act and National Code, a summary of which is set out in **Schedule 1**.

5. **Privacy**

UdeM acknowledges and agrees that the ANU is bound by the provisions of the *Privacy Act 1988* (Cth) ("Privacy Act"). The Privacy Act requires the ANU to pass on the obligations outlined in this clause to a third Party where the ANU is providing Personal Information to that third Party. For the purposes of this Agreement “**Personal Information**” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion. A summary of the relevant provisions contained in the Privacy Act is set out in **Schedule 2**.

6. **Use of Logos and Names**

Each Party grants a non-exclusive license to the other Party to use its respective logos and names in all promotional materials, including advertisements, brochures, stationery materials, etc., only in connection with or relating to the promotion or conduct of the student exchange program the subject of this Agreement for the duration of this Agreement, provided all promotional material is in accordance with clause 4. Such use will cease
upon termination of this Agreement. Any intellectual property in the logos or names remains the property of the respective Party. Each Party warrants that it will not, by action or omission, jeopardize the rights of the other Party, or the validity or subsistence of such rights, in the name and logo of the other Party, and will promptly notify the other Party of any infringement by any person or entity of the other Party's intellectual property rights in its name and logo which comes to its attention.

7. Indemnity

Each Party will at all times indemnify the other Party its officers, employees, agents or subcontractors (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Party, its employees, agents or subcontractors in connection with the performance of its obligations under this Agreement. A Party’s liability to indemnify the other Party under this clause 7 will be reduced proportionally to the extent that any act or omission of the other Party or its employees or agents contributed to the loss or liability. The indemnity referred to in this clause 7 will survive the expiration or termination of this Agreement.

8. Dispute Resolution

Before resorting to external dispute resolution mechanisms, the Parties will attempt to settle by negotiation any dispute in relation to this Agreement including by referring the matter to personnel who may have authority to intervene and direct some form of resolution. If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.
9. Amendment, Renewal and Termination

(a) This Agreement will take effect from the date of the last signature for a period of five (5) years and may be modified or revised only by mutual written agreement of the Parties.

(b) The Agreement may be terminated by either Party provided that six month’s written notice of termination is given to the other Party. In the event of termination of this Agreement, the Parties will provide all normal support services as outlined in this Agreement for the current group of exchange students until the end of their exchange.

(c) Either Party may terminate this Agreement if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given thirty (30) days notice of its intention to terminate this Agreement. If the default or breach has not been remedied at the expiry of the specified time the aggrieved Party may by written notice terminate this Agreement.

(d) Either Party may terminate this Agreement by immediate notice to the other Party if it becomes aware that the other Party has been negligent, careless or incompetent or has been engaged in false, misleading or unethical advertising and recruitment practices, including, in the case of the ANU, practices by UdeM that could harm the integrity of Australian education and training and, reciprocally, in the case of the UdeM, practices by ANU that could harm the integrity of Canadian education and training.

10. Jurisdiction

This Agreement and all matters arising out of or relating to it (including without limitation, its enforceability), are governed by the laws applicable in the country (Australia or Canada) in which the matters giving rise to dispute took place.
11. Representation

The Parties will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party. A Party will not by virtue of this Agreement be or for any purpose be deemed to be an employee, partner or agent of the other Party, or as having any power or authority to bind or represent the other Party. Neither Party will have the right to assign any duty or responsibility arising hereunder without the written consent of the other.

12. Force Majeure

(a) For the purposes of this clause, “Unexpected Event” affecting a Party means anything outside that Party’s reasonable control, including but not limited to, acts or omissions of the other Party, government issued travel warning, fire, storm, flood, earthquake, acts of God, pestilence, war (whether declared or undeclared), transportation embargo or failure or delay in transportation, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, sub-contractors, customers, governments or government agencies). If an Unexpected Event affecting a Party precludes that Party (“Precluded Party”) partially or wholly from complying with its obligations under this Agreement then:

i. as soon as reasonably practicable after that Unexpected Event arises, the Precluded Party must notify the other Party of the Unexpected Event; and

ii. to the extent and for the period that the Precluded Party is precluded by the Unexpected Event from complying with its obligations under this Agreement, those obligations will be suspended.

(b) This clause 12 does not apply to any obligation to pay money.
Executed as an Agreement:

SIGNED for and on behalf of THE
AUSTRALIAN NATIONAL UNIVERSITY by
its duly authorised officer

Dr Erik Lithander
Pro Vice-Chancellor (International & Outreach) in the presence of:

Signature of witness

Name and address of witness

SIGNED for and on behalf of THE
UNIVERSITÉ DE MONTRÉAL by
its duly authorised officer

Dr. Guy Breton
Rector in the presence of:

Signature of witness

Mrs. Hélène David
Vice-Rector of International Relations, Francophonie and Institutional Partnerships
Université de Montréal
PO Box 6128, Montreal

Signature

Date

31/08/13

17/10/2013
SCHEDULE 1: ESOS ACT REQUIREMENTS

1. The ANU is subject to the provisions of Australian legislation called the Education Services for Overseas Students Act 2000 (Cth) (as amended) ("the ESOS Act"). The ESOS Act imposes certain requirements on the ANU in relation to overseas students, including that the ANU ensure that institutions with which it collaborates also comply (where appropriate) with the ESOS Act provisions. This schedule summarises the provisions with which the ANU must ask Exchange Partners to comply.

2. In recognition of the obligations that the ANU has, UdeM agrees to:

2.1 observe the highest standards in honesty, quality of service and ethics; and particularly those described in paragraph 2.3 below;

2.2 if the ANU asks UdeM to do so, give the ANU any information the ANU considers reasonably necessary to assess UdeM’s credentials to act in the exchange program. The ANU may use or disclose that information to any person it reasonably considers necessary to allow it to check UdeM properly. However, the ANU will not use that information for any other purpose;

2.3 follow and give these undertakings:

2.3.1 to market the ANU’s education and training services in a professional manner which maintains the integrity and reputation of the tertiary education industry and the ANU;
2.3.2 to provide current, full, free and accurate information about the ANU, its courses of study (including English language proficiency and acceptance requirements) and facilities, based only on official information that the ANU provides to it;
2.3.3 to recruit/select exchange students in an honest, ethical and responsible manner;
2.3.4 to ensure that all necessary evidence and documentation accompanies a prospective exchange student’s application;
2.3.5 to advise prospective exchange students that they are required to provide to the ANU accurate contact details, including updates of these details as necessary;

2.3.6 not to publish information or engage in practices that are misleading, inaccurate or damaging about the ANU or another Australian tertiary institution;

2.3.7 not to guarantee or imply the availability of employment to a prospective exchange student while they are on exchange with the ANU;

2.3.8 not to guarantee or imply immigration or residency opportunities for prospective exchange students while studying in Australia;

2.3.9 to inform prospective exchange students that students coming to Australia on a student visa must have a primary purpose of studying and must study on a full-time basis and that any school-aged dependent children accompanying them to Australia will be required to pay full fees if they enrol in either government or non-government schools;

2.3.10 to provide to prospective exchange students with current, relevant and accurate information about living in Australia, including costs and accommodation options;

2.3.11 to represent itself and the ANU in a way that upholds the dignity and reputation of both Parties;

2.3.12 to accept no inducement for and make no promises about attending the ANU; and

2.3.13 where any prospective exchange student does not meet the ANU’s admission standards to promptly advise them that they do not.
SCHEDULE 2: PRIVACY ACT

(a) UdeM acknowledges that the ANU is bound by the provisions of Australia legislation called Privacy Act 1988 (Cth) (*the Privacy Act*). The Privacy Act requires the ANU to pass on the obligations outlined in this clause to a third Party where the ANU is providing Personal Information to that third Party. For the purposes of this Agreement 'Personal Information' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

(b) UdeM agrees to:
   i. use Personal Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
   ii. take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;
   iii. cooperate with any reasonable demands or inquiries made by the ANU regarding use or disclosure of Personal Information;
   iv. ensure that any person who has access to any Personal Information is made aware of, and undertakes, to observe the obligations referred to in this Schedule;
   v. indemnify the ANU as the circumstances require, in respect of any loss or expense suffered or incurred by the ANU arising out of or in connection with a breach of the obligations of UdeM under this Schedule or any misuse of Personal Information by UdeM.

(c) The Parties will ensure that exchange students are informed prior to commencing a student exchange, that their grades and other information necessary for admittance to the exchange program and monitoring of performance and behaviour during the exchange program, will be provided by the ANU to UdeM and by UdeM to the ANU. In order to comply with this clause, each Party will obtain the student’s written consent to allow the transfer of information from one Party to the other Party.