AGREEMENT

OF PARTNERSHIP

between

Université de Montréal, Canada

and

Technische Universität München, Germany
Preamble

The Université de Montréal (UdeM) and the Technische Universität München (TUM) are mutually interested to carry on their existing academic relationship, in enlarging and broadening their co-operation and in intensifying their collaboration in academic and research-related activities.

The two institutions have discussed the furtherance of these interests and now record their mutual understanding as follows:

1. **STUDENT EXCHANGE**

1.1 Upon recommendation of their Faculties and/or Departments, the Université de Montréal and the Technische Universität München will accept exchange students from the other institution.

1.2 The students enrolled in any common subjects/programmes will have access to the exchange programme.

2. The home university will select students to take part in the exchange programme. However, the final decision concerning admission to the exchange programme is made by the host-institution.

3. The home university is responsible for the testing of the exchange students' foreign language skills.

4. The exchange students will remain enrolled at their home university or will be granted a sabbatical term. The students will be enrolled at the receiving university (provided they possess the minimum necessary entry requirements).

5. No study fees will be charged by the receiving university.

6. Travel costs, living expenses and the costs of medical insurance will be borne by the exchange student. Both partner universities will, however, attempt to find sources of financial support to cover at least some of the student's costs.

7. The universities cannot guarantee the provision of suitable accommodation for the student, but the receiving university will assist the students in their search for accommodation.

8. When appropriate, the partner university will help the students in finding an industrial internship.
II. EXCHANGE OF ACADEMIC AND ADMINISTRATIVE STAFF

The partners intend the following:

1. The presentation of lectures by academic staff from the partner university and the direct exchange of ideas between colleagues, working on special research areas.

2. Participation in scientific conferences and events organized by the partner university.

3. Scientific work on joint research projects.

4. Exchange of administrative staff from the partner universities for purposes of further training, increasing international experience and learning best practice administration.

5. Both universities undertake to care, as far as possible, for the needs of visitors from the partner university and to assist them in finding suitable accommodation.

6. In order that necessary arrangements can be made in a timely manner, special provisions or obligations relating to visits by academic members of staff will be agreed before the beginning of the visit.

7. The home university will continue to pay the salary of members of staff during their stay abroad. The receiving university will make no salary payments to the visiting member of staff. Both partners will make efforts to compensate members of staff for any extra expenditure which incur.

8. The home university or the member of staff personally will be responsible for any travel expenses.

III. ORGANISATION AND ADMINISTRATION

1. Each party will nominate an official representative with responsibility for the realisation of the stated objectives.

2. Both parties to the agreement will consult one another whenever they feel it necessary and will meet at least once a year to discuss possible development of the programme and to appraise its success to date.

3. When deemed necessary, any Intellectual Property aspects of a given project would be dealt with in an Annex to the present Agreement.

4. Each party may use such property for research and scholarly purposes. TUM and UdeM agree to collaborate towards the
protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

5. Neither Université de Montréal nor Technische Universität München will be responsible or held liable for the actions of the other party for any activity under this Agreement. Furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates.

6. This agreement comes into immediate effect from the date on which it is signed by both parties. It will remain valid for a period of five years from the date of signing and may be extended upon application by the above mentioned official representative (see III.1).

7. Changes to this agreement can only be made with the written consent of both partner universities.

8. This agreement may be terminated, with a six months’ period of notice, by either party. In such cases the commitments made to staff and students already participating in the programme must be honoured.

9. This agreement places no financial obligations on either of the partner universities. The agreement will be completed in both in English and in French, both of which will be equally valid.

Montreal, 18 décembre 2008
For Université de Montréal
Luc Vinet
Rector

Munich, Jan. 19, 2009
For the Technische Universität München
Wolfgang A. Herrmann
President