THE UNIVERSITY OF SYDNEY

Université de Montréal

Student Exchange Agreement

between

UNIVERSITÉ DE MONTRÉAL, legal person duly constituted, having its head office at 2900 Édouard-Montpetit, Montréal, Québec, Canada H3T 1J4, hereby represented by the vice-rector for International Affairs and French-speaking Communities, Guy Lefebvre, duly authorized as he so declares;

(hereinafter «**UdeM**»)

and

THE UNIVERSITY OF SYDNEY, AUSTRALIA, a body corporate under *The University of Sydney Act* 1989, ABN 15 211 513 464, CRICOS Provider 00026A, of Camperdown NSW 2006.
(hereinafter «**USYD**»)

(and together, the «**Institutions**»)

OBJECTIVE

UdeM and the USYD agree to the establishment of a **Student Exchange Program** on the terms set out below to enhance educational and cultural exchange opportunities for students and to promote mutually beneficial academic linkages.

1 Definitions

In this Agreement:

Acceptance Letter means a written acceptance from UdeM confirming that an Exchange Candidate has met all its admission requirements.

Agreement means this Student Exchange Agreement.

Confidential Information has the meaning given in **clause 14**;

Exchange Student means a student enrolled in the Student Exchange Program at the Host Institution. **Exchange Candidate** means a student candidate for enrolment in the Student Exchange Program.

Group Medical Insurance means the insurance plan that any Exchange Students must sign up as provided in **clause 4.3** herein, and which coverage is summarized on UdeM's website at the following address (http://www.bei.umontreal.ca/english/ass_couverture.htm).

Home Institution means the institution at which the Exchange Student is enrolled in a degree program.

Host Institution means the institution at which the Exchange Student will enrol, or is enrolled, in a Student Exchange Program.

Intellectual Property means all copyright including future copyright, trademarks, designs, patents registered and unregistered, plant breeders rights, trade secrets, semiconductor or circuit layouts and all other intellectual property as defined in the convention of 1967 establishing the World Intellectual Property Organisation.

Institutions means both the Home and Host Institutions.

Institution Materials means the Institutions' materials used as part of the Student Exchange Program, including (but not limited to) promotional materials (whether in hard copy form or available online). Course notes and other academic materials relating to the courses which Exchange Students may enrol in are not included in the definition of Institution Materials.

OSHC means Australian Overseas Student Health Cover insurance which coverage is summarized on USYD's website at the following address: http://sydney.edu.au/study/finances-fees-costs/living-costs/health-insurance.html.

Student Exchange Program means the exchange of students between the Home and Host Institutions for the delivery of education to those Exchange Students.

Unconditional Offer means a written offer of admission from the Host Institution, confirming that an Exchange Candidate has met all Host Institution admission requirements.

2 Term of Agreement

2.1 This Agreement commences on the date it has been executed by both Institutions, and shall remain in full force for 5 years unless it is terminated at an earlier time in accordance with **clause 15.1**.

2.2 In the event the Institutions wish to renew this Agreement and the renewal has not been finalised upon expiry of this Agreement, the terms of this Agreement shall continue to apply from the time of written confirmation that both Institutions wish to renew until such time as the Institutions have signed a new agreement.

3 Student Exchange Program

3.1 During the term of this Agreement, up to an annual 5 full time equivalent (**FTE**) Exchange Students (equivalent to 10 semester places) may be accepted by the Institutions to participate in the Student Exchange Program.

3.2 Subject to **clause 9** of this Agreement, of the overall 5 FTE, up to 2 FTE shall be reserved at first instance for Occupational Therapy students from UdeM to undertake Occupational Therapy coursework at USYD.

3.3 Subject to the number of Exchange Candidates that show their interest in the Student Exchange Program and that meet the Host Institution admission requirements, the principle of reciprocity applies to the final number of FTE Exchange Students admitted under this Agreement, so that an even reciprocity shall be achieved over the term of the Agreement.

3.4 Short-term exchange opportunities may be agreed upon under this Agreement at an FTE ratio to be determined as and when the need arises. The number of FTE Exchange Students in **clause 3.1** may be modified by written agreement by the Institutions.

4 Program Expenses

4.1 Exchange Students are exempt from paying tuition fees at the Host Institution Exchange Students shall continue to pay normal tuition fees at their Home Institution. Exchange Students shall also pay for all relevant administration, student activity and health insurance fees as charged by the Host Institution.

4.2 Exchange Students will be responsible for all living, travel, insurance and ancillary costs in connection with the Student Exchange Program.

4.3 Students enrolling in the Student Exchange Program at USYD are required to pay for Overseas Student Health Cover (**OSHC**).

4.4 Students enrolling in the Student Exchange Program at the UdeM are automatically signed up for the Group medical insurance.

5 Eligibility and Selection

5.1 Each Home Institution must organise appropriate unit of study selection and approval processes for the Student Exchange Program and may propose undergraduate and postgraduate (coursework and research) Candidates who it considers well suited to undertake a period of study abroad.

5.2 Candidates must meet the Host Institution's international student enrolment and admission criteria, including academic merit and language proficiency. Details of this criteria (and any additional criteria required from time to time) will be listed on the Host Institution's web site and provided to Candidates at the time of application.

5.3 The Host Institution may reject any Candidate who does not satisfy admissions criteria, and the Home Institution may submit alternative Candidates for consideration by the Host Institution.

5.4 Neither Institution will unlawfully reject a Candidate, including for any discriminatory reasons.

6 Offer

6.1 USYD will confirm an UdeM Exchange Candidate's participation in the Student Exchange Program by providing the Exchange Candidate with an Unconditional Offer (with confirmation of the same send to UdeM).

7 USYD Admission Procedures

7.1 Exchange Candidates desiring to participate in the Student Exchange Program at USYD must:

(a) complete USYD's online 'Study Abroad and Exchange Application' form and provide any required supplementary admission documentation;

(b) following receipt of USYD's Unconditional Offer, formally accept the Unconditional Offer via USYD's Sydney Student online portal. UdeM cannot accept an Unconditional Offer on a Candidate's behalf;

(c) send to USYD the appropriate payment for OSHC;

(d) obtain the necessary visa and associated travel documentation following receipt of USYD's electronic Confirmation of Enrolment (**eCOE**); and

(e) send to the relevant Faculty any additional fees associated with their enrolment in a unit of study that involves the use of specific material or resources, or art or laboratory fees.

7.2 UdeM must use reasonable endeavours to facilitate the Exchange Candidate to comply with the requirements in **clause 7.1**.

8 UdeM Admission Procedures

8.1 Exchange Candidates desiring to participate in the Student Exchange Program at UdeM must:

(a) complete the UdeM's online registration form and to this end, follow the instructions at the following address: http://www.international.umontreal.ca/documents/Student%20Exchange%20Program%202016-2017-27-10-2016.pdf

(b) upon receipt of an Acceptance Letter, obtain all documents required by the Canadian Consular Authorities to participate in the Student Exchange Program, including the appropriate student visa ;

(c) send to UdeM the appropriate payment for the Group Medical Insurance;

(d) send to UdeM the additional fees associated with their admission as described in section 4.1 hereinabove; and

(e) visit and fully discover the *Guichet étudiant*/Student Services Counter, a web portal developed by the Université de Montréal for its students: http://www.etudes.umontreal.ca/

9 Enrolment

9.1 Exchange Students:

(a) must be admitted and enrolled in full-time, non-award study at the Host Institution;

(b) must enrol in the Student Exchange Program for a minimum period of 1 semester or for a maximum period of 1 year;

(c) are responsible for academic credit arrangements with their Home Institution;

(d) are entitled to the same rights and privileges (including library resources and student support services) and are subject to the same rules, policies, penalties and discipline as other enrolled students at the Host Institution;

(e) must comply with and will be bound by the rules, policies and procedures of the Host Institution, and must complete all relevant assessment (including examinations) in accordance with the rules and policies of the Host Institution; and

(f) must comply with all relevant visa conditions under the laws of the Host country. The Host Institution will not be liable for deferring, suspending or cancelling an Exchange Student's enrolment due to any non-compliance with visa requirements.

9.2 Exchange Students will enrol in units of study offered by the Host Institution, subject to availability, for which they meet pre-requisite study requirements.

9.3 The Institutions reserve their rights to exclude Exchange Students from enrolling in specific units of study. The Host Institution may require pre-approval from the relevant faculty or school prior to enrolling Exchange Students in certain disciplines.

9.4 Without limiting **clause 9.3** above:

(a) Unless otherwise approved by USYD, at USYD Exchange Students are precluded from enrolling in Graduate units of study offered by the Sydney Law School with the exception of *Juris Doctor* units of study. Exchange Students are also precluded from enrolling in Graduate units of study offered by the Faculty of Medicine, Sydney Nursing School, Clinical units in the School of Psychology and all Dentistry Programs.

(b) At UdeM, Exchange Students are precluded from enrolling in the following programs: Ph.D. of Pharmaceutical Sciences, Master's degree of Medical Physics (Department of Physics, Faculty of Arts and Sciences), Teaching French as a Second Language Undergraduate degree and Medical Studies, except for a limited number of selected Exchange Candidates that the Faculty of Medicine may accept for the preparatory year (clerkship) of the Medical Studies Program only.

10 Academic Results

10.1 Official academic results will be provided to each Exchange Student according to the Host Institution's protocol at the end of the enrolment of the concerned Exchange Student in the Student Exchange Program.

11 Accommodation and Care

11.1 The Host Institution will provide to each Exchange Student information about temporary and longer-term accommodation (on and off campus) including relevant information about location, cost, application procedures and deadlines.

11.2 A guaranteed accommodation option will be available at USYD if Exchange Students apply prior to the advertised deadline each semester. If Exchange Students do not secure guaranteed accommodation, they will be responsible for organising their own accommodation.

11.3 Exchange Students will not be charged by the Host Institution more than the amount normally charged to other full-degree students for available on-campus accommodation.

12 Education Services for Overseas Students in Australia

12.1 UdeM agrees to participate in, advertise and promote the Student Exchange Program in

accordance with **Schedule 2** of this Agreement.

13 Intellectual Property

13.1 Each Institution retains ownership of the Intellectual Property in its Institution Materials and grants to the other Institution a non-exclusive, non-transferable, royalty free, revocable, world-wide authorization to use the Institution Materials it has made available the other Institution, exclusively for the purposes of the other Institution performing its obligations under this Agreement and the Student Exchange Program.

13.2 Each Institution agrees not to use any logo, registered or unregistered trademark, design or crest of the other Institution («**Mark**») without the prior written consent of the other Institution to the particular use.

13.3 Each Institution agrees not do anything or use any Mark in a way which, in the reasonable opinion of the other Institution, would damage or bring into disrepute the name, image or reputation of the other Institution.

14 Privacy and Confidential Information

14.1 Each Institution (**recipient**) must keep any Confidential Information disclosed to it confidential and may only use such Confidential Information for the purposes of performing its obligations under this Agreement. This obligation continues after the termination of this Agreement, but does not extend to disclosures:

(a) required by law; or

(b) to a recipient's officers or employees:

i. who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and

ii. who, before disclosure, have been directed by the recipient to keep that Confidential Information confidential.

14.2 The obligation does not apply to the Confidential Information that is

(a) available in the public domain or subsequently becomes available in the public domain other than by way of a breach of this Agreement;

(b) lawfully known to the other Institution on a non-confidential basis before being disclosed by the Institution that owned the confidential information; or

(c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential.

14.3 For the purpose of this Agreement, **Confidential Information** means any commercial or sensitive information or data exchanged between the Institutions pursuant to this Agreement, on or after the date of this Agreement and including:

(a) any information or data identified by the disclosing Institution as confidential;

(b) personal information (as defined in section 4 of the *Privacy and Personal Information Protection Act 1998* (NSW));

(c) personal information as defined in the *Act Respecting Access to Documents Held by Public Bodies and the Protection of Personal Information (Québec L.R.Q. c A-2.1).*

15 Termination of Agreement

15.1 Either Institution may terminate this Agreement at any time without a cause, and for any reason, by giving the other Institution a 6 month prior written notice. No compensation is payable by either Institution for termination under this **clause 15.1**.

15.2 Termination of this Agreement will not affect any Exchange Student who has already commenced

study at the Host Institution, or received an Unconditional Offer or a Letter of Acceptance to participate in the Student Exchange Program.

15.3 On termination of this Agreement, the Institutions must:

(a) stop advertising the Student Exchange Program; and

(b) cease use of the Institution Materials and Mark belonging to the other Institution; and comply with any reasonable directions of the other Institution as to dealing with its Institution Materials.

15.4 On termination of this Agreement the Institutions are released from the obligations to continue to perform the Agreement except those obligations in **clauses 13, 14, 15, 16** and **17** and any other obligations that, by their nature, survive termination.

15.5 Termination of this Agreement does not affect any accrued rights or remedies of the Institutions.

16 Disputes

16.1 The Institutions must without delay and in good faith attempt to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any questions regarding its existence, validity or termination (the «**Dispute**»).

16.2 The Institutions will attempt to resolve the Dispute in accordance with the following procedures:

(a) the Institution claiming that a Dispute exists must notify in writing the other Institution that a Dispute exists and each Institution must refer the Dispute to its own appropriate senior officers for resolution («**Senior Officers**»); and

(b) if the Senior Officers are not able to resolve the Dispute within 60 days of the date of the first notification of the Dispute to the other Institution, or such other period as the Institutions may agree in writing, the Dispute must be resolved by arbitration in accordance with **clause 16.3**, or some other dispute resolution mechanism agreed upon by the Institutions.

16.3 Subject to **clause 16.2(b)**, the Institutions must submit the Dispute to a single arbitrator for final resolution pursuant to the UNCITRAL Arbitration Rules in force on the date this Agreement has been executed by both Institutions. Prior to hearing the Institutions, the arbitrator shall decide if the Agreement shall be governed by the laws applicable in Québec or those applicable in New South Wales, Australia. The Institutions shall be bound by the arbitrator's decision.

16.4 **Clauses 16.1, 16.2** and **16.3** do not prejudice any Institutions' rights to apply to a court for injunctive, provisional, conservatory, or other interim or emergency relief. Any such application to a court shall not amount to a waiver of the Institution's rights under **clause 16.2(b) and 16.3** of this Agreement.

17 Indemnity

17.1 The Institutions shall indemnify one another against all losses, costs, damages or expenses (including legal costs and expenses) directly sustained or incurred by an Institution (the «**Indemnitee**») as a result of:

(a) any fault, or negligent, unlawful or wilful act or omission, of the other Institution or its officers, employees or subcontractors (the «**Indemnitor**»), including its default to comply with its obligation hereunder or any claim made by a third party;

(b) any claim made by a third party to the Indemnitee for an infringement of its Intellectual Property or moral rights arising out of use by the Indemnitee, in accordance with this Agreement, of Institution Materials or Mark provided by the Indemnitor, or any Intellectual Property in such Intellectual Materials; and

(c) a breach of **clause 14** (Privacy and Confidential Information) by the Indemnitor and/or any claim made by a third party to the Indemnitee for such a breach,

except to the extent that any fault, or negligent, unlawful or wilful act or omission of the

Indemnitee's offices, employees or subcontractors, including its default to comply with its obligation hereunder, contributed to the relevant liability.

17.2 Neither Institution will be liable for any indirect, or incidental, special or consequential damages as defined under Common law, including the loss of profits or revenue, incurred by Institution or any third party, whether in an action in contract or tort, even if the other Institution or any other person has been advised of the possibility of such damages, except due to losses for which either Institution is required to indemnify pursuant to **clause 17.1** and due to a breach of either Institution's obligations under **clauses 13** and **14** of this Agreement.

18. General Provisions

18.1 Entire Agreement

This Agreement and any Schedule to it constitute a binding Agreement for both Institutions and constitutes the entire agreement between the Institutions on its subject matter and both Institutions acknowledge that in entering into this Agreement they have not relied on any representations or warranties about its subject matter except as expressly provided by this Agreement.

18.2 No Agency

Nothing contained or implied in this Agreement establishes any Institution as an agent, representative or legal partner of the other Institution.

18.3 Amendment

This Agreement and any Schedule to it may be amended, modified, extended or renewed only with the written consent of both Institutions. Neither Institution may assign or novate its rights or obligations under this Agreement without the prior written consent of the other Institution.

18.4 No Waiver

A provision of this Agreement or a right created under it may not be waived or varied except in writing, signed by the Institutions. A failure or delay in exercise of a right arising from a breach of this Agreement does not constitute a waiver of that right.

18.5 Counterparts

This Agreement may consist of a number of counterparts and the counterparts taken together form one and the same document.

18.6 Cooperation

Each Institution agrees that it will co-operate with and provide such information as may be reasonably requested by the other Institution in order for the other Institution to satisfy any legal, regulatory or contractual requirements applicable to it.

18.7 Enforceability

If any part of this Agreement is or later becomes unenforceable, then:

(a) any unenforceable terms shall be deleted from this Agreement, to the extent that they are unenforceable; and

(b) the remaining terms of this Agreement shall continue in full force and effect.

18.8 Force Majeure

Neither Institution is liable for any breach of its obligations under this Agreement to the extent that the breach results from an event beyond the affected Institution's reasonable control. If such an event occurs and continues for more than 30 days, either Institution may terminate this Agreement with immediate effect by written notice.

18.10 Contact Persons

Contact details of the persons primarily responsible for the administration and management of the Student Exchange Program are set out in **Schedule 1** of this Agreement (as updated from time to time).

18.11 **Interpretation**

Unless the contrary intention appears, in this Agreement:

(a) A reference to a third party includes where appropriate, any Exchange Student;

(b) a reference to an Institution includes, where appropriate, that Institution's officers, employees, suppliers or agents;

(c) a reference to any law includes any amendment to, or replacement of, it;

(d) a reference to a clause or a Schedule is a reference to a clause in, or a schedule to, this Agreement.

Executed as an agreement

Signed for and on behalf of **THE UNIVERSITY OF SYDNEY** by its duly authorised representative:	Signed for and on behalf of **UNIVERSITÉ DE MONTRÉAL** by its duly authorised representative:
THE UNIVERSITY OF SYDNEY **Professor Tyrone Carlin** *Deputy Vice-Chancellor (Registrar)* Date: 3/3/2017	**Professor Guy Lefebvre** *Vice-Rector for International Affairs and Francophony* Date: 20/03/2017

SCHEDULE 1
PRIMARY STUDENT EXCHANGE PROGRAM CONTACTS

USYD	UdeM
MANAGEMENT OF THE PROGRAM	**MANAGEMENT OF THE PROGRAM**
Ms Leonie Patrick Director, Sydney Global Mobility Level 4, JFR Building (G02) The University of Sydney NSW 2006 Tel: +61 2 8627 8309 Email: leonie.patrick@sydney.edu.au	**Ms Stephanie Dion** Head Office of International Affairs Université de Montréal 3744 Jean-Brillant Suite 581 Montreal, QC, H3T1P1 Email : stephanie.dion@umontreal.ca

SCHEDULE 2
EDUCATION SERVICES FOR OVERSEAS STUDENTS IN AUSTRALIA

1. USYD, as a provider of education to overseas students, is required to be registered and to comply with the *Education Services for Overseas Students Act 2000* (Cth) and its associated legislative framework, including the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* (together, the **ESOS Framework**).

2. USYD is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (**CRICOS**) and USYD's CRICOS number is **00026A**.

3. UdeM agrees that it will:

   (a) clearly identify USYD's CRICOS number in written marketing and other material provided by it to its students (including material in electronic form);

   (b) not give false or misleading information or advice in relation to the Student Exchange Program offered at USYD;

   (c) in relation to the Student Exchange Program offered at USYD only use promotional material and application and enrolment documents provided or endorsed by USYD;

   (d) not modify any written material or documents provided by USYD to it in relation to the Student Exchange Program offered at USYD, without prior permission of USYD; and

   (e) subject to its financial and human resources, promptly provide any information or assistance reasonably required by USYD to enable USYD to meet its obligations or seek any approvals under the ESOS Framework.