INTERUNIVERSITY COOPERATION AGREEMENT

Faculté de médecine of Université de Montréal and
Faculty of Medicine and Health Sciences of Universiteit Gent

(“Agreement”)

BETWEEN

UNIVERSITÉ DE MONTRÉAL, a corporation duly constituted, having its registered office at 2900 boul. Édouard-Montpetit, Montréal, Québec, Canada, H3T 1J4, herein represented by Vice-Rector, International Affairs and Francophonie, Prof. Guy Lefebvre, and Dean, Faculté de médecine, Dr. Hélène Boisjoly, duly authorized as stated,

Hereinafter referred to as “UdeM”

AND

UNIVERSITEIT GENT, a public institution with legal personality, duly organized and existing under the special (Flemish) decree of 26 June 1991 on Ghent University and the University Centre of Antwerp (Belgian Official Gazette of 29 June 1991, as amended afterwards), having its registered office at 9000 Ghent, Sint-Pietersnieuwstraat 25, Belgium, with company registration number 248.015.142, duly represented by prof. dr. Rik Van de Walle, acting as rector of Ghent University.

Hereinafter referred to as “UGent”

Hereinafter referred to individually as the “Party” and together the “Parties”.

PREAMBLE

WHEREAS the Parties are institutions whose missions are research and teaching;

WHEREAS the Parties wish to promote the exchange of scientific and cultural knowledge between their respective teaching and research faculty and between their students;

WHEREAS the Faculté de médecine of UdeM (“Faculté de médecine”) offers study programs in the field of Audiology and Speech Therapy and the professors and researchers attached to this Faculty work in particular in the field of Audiology and Speech Therapy;

WHEREAS the Faculty of Medicine and Health Sciences of the other Party (“Faculty of Medicine and Health Sciences”) offers study programs in the field of Audiology and Speech Therapy and the professors and researchers attached to this Faculty work in particular in the field of Audiology and Speech Therapy;

THE PARTIES AGREE AS FOLLOWS:

Article 1 – PURPOSE OF THE AGREEMENT
1.1 The Parties shall promote the following activities according to the terms and conditions set out in the Agreement ("Activities"):  
   a) development of joint research projects (Article 2 of the Agreement);  
   b) professor exchanges (Article 3 of the Agreement);  
   c) student exchanges, including research, at the graduate level (Article 4 of the Agreement);  

1.2 The activities of UdeM will be carried out by researchers, professors, and students attached to the Faculté de médecine, while the activities of UGent will be carried out by researchers, professors, and students attached to the Faculty of Medicine and Health Sciences.  

Article 2 – JOINT RESEARCH ACTIVITIES  

2.1 To the extent of their respective resources, the Parties shall endeavour to promote joint research Activities by their respective researchers in jointly identified areas of interest.  

2.2 Each joint research project shall be the subject of a separate and distinct agreement between the Parties, containing all the provisions relating to the realization and funding of the research project concerned, including intellectual property, commercial rights, and associated costs.  

Article 3 – PROFESSOR EXCHANGES  

3.1 The Parties shall, to the extent of their respective resources and in accordance with their respective laws, policies, and regulations, and the applicable collective labour agreements, promote the following activities:  
   a) professor exchanges for periods of up to one academic term;  
   b) participation of the teaching and research faculty of one Party in conferences, symposia, and scientific events organized by the other Party.  

3.2 The Parties shall agree, on a case-by-case basis and in writing, on the manner in which the expenses relating to the Activities described in Paragraph 3.1 of the Agreement shall be paid and by which Party or Parties. This will always depends on the availability of funds.  

3.3 Each host institution will issue appropriate documents for each visiting professor for the issuance of a visa, in accordance with current national laws. It is the responsibility of each individual professor to obtain a visa in their home country in a timely manner.  

Article 4 – STUDENT EXCHANGES  

4.1 Each Party ("Host Institution") agrees that students ("Students") enrolled in a program of study of the other Party ("Home Institution"), may, on a full-time basis, for a minimum of one academic term, and up to a maximum of one academic year, enrol in a program of study offered by the Host Institution, provided that the Students meet the Host Institution's admissions requirements for the chosen program. Each Party will also agree that Students enrolled in a program of study of the other Party could conduct research at the Host Institution for up to a maximum of one academic year.
4.2 The Parties agree on the number of Students who may participate in the exchange program: in Audiology a maximum of 3 students per year and in Speech Therapy, the parties shall agree each year on the numbers depending on places available. If in any given year a significant imbalance arises between the number of Students of one Party of the exchange and that of Students of the other Party of the exchange, the difference could be offset in the following year. However, the balance is flexible within reasonable limits, at the discretion of the Host Institution.

4.3 By meeting the requirements of specific study programs, Students of UGent may apply for admission to UdeM in the programs listed and updated periodically on the Web site of UdeM's Direction des affaires internationales ("DAI") / International Affairs Office.

4.4 The Home Institution is responsible for the selection of Students who will participate in the exchange program, and the Host Institution is responsible for the admissions process, of the selected Students, to one of its programs of study.

4.5 Students wishing to participate in the exchange program must respect the following conditions:

a) Register with the Host Institution for a program of study approved by its academic authorities;

b) If Students are enrolled in a graduate program (Master’s, PhD) at the Home Institution, they must have successfully completed at least one term of full-time studies in the program in which they are enrolled, remain in the same program during their stay at the Host Institution, and obtain the approval of the Home Institution as to the program of study in which they wish to enrol at the Host Institution;

c) Continue to be registered full-time for at least one term, but no more than one academic year, in the program of study in which they are enrolled at the Host Institution;

d) Have an excellent academic record;

e) Meet the language requirements of the Host Institution, as appropriate;

f) Meet the requirements of the Home Institution and the Host Institution with regard to participation in the exchange program;

g) Pay the following fees:

(i) tuition fees owed to the Home Institution, which will exempt the Students from paying the tuition fees normally owed to the Host Institution;

(ii) miscellaneous fees charged by the Host Institution (including administrative, student activity, and health insurance fees), the nature and amount of which will be communicated to the Students by the Home Institution at the beginning of the selection process. In particular, Students of UGent, when registered at UdeM, are automatically enrolled in a group medical insurance plan to which they are obliged to subscribe and for which they must pay the premiums. For UdeM Students registered at UGent, they must follow the instructions on the following webpage: https://www.ugent.be/en/administration/insurances/students.htm
(iii) costs of transportation and accommodation (room and board) of the Students and their dependents;

4.6 If Students wish to benefit from a financial assistance program, they must submit their file to the Home Institution.

4.7 The Host Institution shall commit to the following:

a) The courses in which the Students will be enrolled shall be taught by academic experts in their fields who meet the profiles and qualifications determined by the Home Institution.

b) Issue to Students a certificate which, as the case may be, attests that the Students were enrolled at the Host Institution in the identified program of study or indicates the name and course number of courses completed and the grade obtained for each course.

c) Provide the Home Institution with a copy of the certificate referred to in subparagraph 4.7 (b) of the Agreement, for all Students who have completed the courses in which they were enrolled. It is up to the Home Institution to determine the equivalencies it will grant its Students for courses taken at the Host Institution.

d) The Host Institution authorizes the Home Institution to use its name in Student certificates but only for the purpose of demonstrating that the Students have attended courses of the program of study in which they are enrolled at the Home Institution.

Article 5 – FUNDING

5.1 A Party which obtains funding from a third party to carry out these Activities shall be solely responsible for the management and use of this funding.

Article 6 – COORDINATION AND NOTICE

6.1 The Parties entrust the following units to coordinate implementation of this Agreement:

<table>
<thead>
<tr>
<th>Direction des affaires internationales/ International Affairs Office Université de Montréal 3744, Jean-Brillant, Suite 581 Montréal, Québec, Canada Tel.: +1-514-343-7786 <a href="mailto:aff-int@umontreal.ca">aff-int@umontreal.ca</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Inter-institutional cooperation: worldwide Universiteit Gent Het Pand, Onderbergen 1, 9000 Gent Institutional coordinator &amp; bilateral agreement administration Ms. Reintje Reynebeau - Ms. Elisabeth Velle +32 9 264 70 17 - +32 9 264 70 24 <a href="mailto:non-eramusagreements@ugent.be">non-eramusagreements@ugent.be</a></td>
</tr>
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6.2 Any notice to be given to a Party in pursuance of the Agreement shall be given in writing to its units designated in Paragraph 6.1 of the Agreement.

6.3 For UGent, Prof Leen Maes (Faculty of Medicine and Health Sciences) will be the academic staff member responsible for the Cooperation Agreement. For UdeM this will be Prof Jean-Pierre Gagné.

Article 7 – CONFIDENTIALITY
7.1 Unless required to disclose this information by law or by court order, each Party undertakes to keep confidential any information that the other Party provides to it which is (i) clearly identified as confidential, or (ii) information about an individual that identifies the individual.

7.2 The confidentiality agreement described in Paragraph 7.1 of the Agreement remains in effect indefinitely.

Article 8 – DURATION OF THE AGREEMENT AND RENEWAL

8.1 The Agreement shall enter into force on the date of the last signature by a Party and shall terminate five (5) years thereafter.

8.2 Either Party may terminate the Agreement at any time upon six (6) months’ written notice to the other Party.

8.3 On the date of expiry or termination of the Agreement, the Parties shall ensure that Students who have been admitted by the Host Institution may, if they wish, undertake and complete the academic term for which they have been admitted, and that Students already in their program at the Host Institution may complete their academic term in progress.

Article 9 – MISCELLANEOUS PROVISIONS

9.1 Agreement. The Preamble is an integral part of the Agreement.

9.2 Entire contract. The Parties acknowledge that the Agreement contains the sole and entire contract among the parties with respect to the matters covered herein. The Agreement supersedes and terminates any and all other prior representations, negotiations, or proposals with respect to the matters of the Agreement.

9.3 Names of the Parties. Unless explicitly authorized herein, a Party may not use the name of the other Party, its agents, employees, or representatives for any purpose without the written permission of the other Party or person concerned.

9.4 Amendment. Any amendment to the Agreement shall be evidenced by a written document duly signed by all Parties.

9.5 Dispute. In case of doubt or dissent as to the content or interpretation of the Agreement, the Parties shall jointly appoint a mediator to assist them in finding a solution to the dispute that is acceptable to both Parties.

AND THE PARTIES HAVE SIGNED at the place and date shown opposite their respective signatures.
UNIVERSITÉ DE MONTRÉAL

Place: Montreal, Quebec, Canada
Date: 16/03/2015

Prof. Guy Lefebvre
Vice-Rector
International Affairs and Francophonie
Date: 13/03/2018

Dr. Hélène Boisjoly
Dean, Faculté de médecine
Date: 22-3-18

Natacha Trudeau
Director, School of Audiology and Speech Therapy

UNIVERSITEIT GENT

Place: Gent, Oost-Vlaanderen, Belgium
Date: 16/02/18

Prof. Dr. Rik Van de Walle
Rector

Date: 17/4/18

Prof. Piet Hoebeke
Dean of the Faculty of Medicine and Health Sciences

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