



Student Exchange Agreement

Between

McGill University, a university duly constituted and having a place of business at
845 Sherbrooke Street West, Montreal, Canada

(hereinafter referred to as "**McGILL**")

And

Lund University, a university duly constituted and having a place of business at
Biskopsgatan 5, Lund, Sweden

(hereinafter referred to as "**LUND**" or "**Partner Institution**")

Whereas

McGILL and **LUND** (hereinafter collectively referred to as "the **Parties**"), desiring to enhance educational exchange opportunities for their students ("**Exchange Students**"), and based upon principals of mutual cooperation, first established a Student Exchange Program ("**Program**") in 2000.

The Parties recognize that this Program is working well and therefore agree to renew it on the terms and conditions set out below.

THE PARTIES AGREE AS FOLLOWS:

SCOPE OF THE AGREEMENT

TERMS

1. DEFINITIONS

"**Exchange**" shall mean a one-for-one exchange of students from each Party.

"**Exchange Period**" shall mean the length of time of the period of exchange approved by the Parties for a particular Exchange Student.

"**Exchange Students**" shall mean students participating in the student exchange program.

"**Host Institution**" shall mean the university which has agreed to receive the exchange students from the home institution.

"**Home Institution**" shall mean the university at which the student is registered to graduate.

"**Student Exchange Program**" shall mean the student exchange program established under this Agreement.

2. NUMBERS OF EXCHANGE STUDENTS

2.1 During the term of this Agreement, each Party

- i. may send and receive on exchange up to **five (5)** undergraduate students per academic year, excluding students in 2.1.ii;
- ii. may send and receive on exchange up to **two (2)** students per academic year from the **Desautels Faculty of Management** at **McGILL** and the **School of Economics and Management** at **LUND**, **one (1)** student per academic year from the **McGill Faculty of Engineering** and the **School of Engineering** at **LUND**, and **two (2)** students per academic year between the **Faculties of Law** at **McGill** and **LUND**.

2.2. The actual number of students on exchange shall be determined yearly by mutual agreement with the understanding that two (2) students enrolling for one semester/term shall be equivalent to one (1) student for one year. The Exchange Period shall normally be defined as being a full or half of an academic year.

For **McGILL**, the academic year shall be from September 1 to April 30 consisting of two semesters:

- from September 1 to December 31 (fall semester) and
- from January 1 to April 30 (winter semester)

For **LUND**, the academic year shall be from September 1 to June 7, consisting of two semesters:

- from September 1 to January 19 (fall semester)
- from January 20 to June 7 (winter and spring semester)

2.3 The Parties shall review the performance of the Exchange Program annually. Where in a given year there exists an imbalance in the numbers of students on exchange (i.e. where one Party sends more students in a given year than it hosts) the imbalance shall be permitted to be carried forward subject to commitment to adjust the numbers of students exchanged in subsequent years to establish balance, and will require written approval by both Parties given in advance of the start of the academic year of the Exchange Period.

3. ELIGIBILITY AND SELECTION OF PARTICIPANTS

ELIGIBILITY

3.1 The Home Institution shall propose to the Host Institution students who have met the following criteria for participation in the Student Exchange Program:

- a) Undergraduate students, in appropriate academic standing, who shall have successfully completed no less than one year of undergraduate study in their current degree program at the Home Institution prior to commencing studies at the Host Institution;
- b) Students shall have sufficient knowledge of the language appropriate to the Host Institution to carry out their studies at the Host Institution.

SELECTION

3.2 Exchange students are required to meet the academic standards and/or professional qualifications of both universities.

For greater clarity, Exchange Students shall be selected on the basis of academic merit and/or professional qualifications without regard to race, colour, sex (including gender identity and expression), pregnancy, sexual orientation, civil status, age,

religion, political conviction, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability.

- 3.3 The Host Institution will make the final decision as to the acceptance of Exchange Students from the Home Institution in accordance with its admission policies. The Host University acting reasonably, reserves the right to reject the Home University's nominated Exchange Students on grounds such as academic grounds and or reasons of capacity. The Host Institution must notify the Home Institution of its decision.
- 3.4 The Parties agree that they shall carry out their responsibilities under this Agreement in the same non-discriminatory manner as noted in 3.2. Any violation of these principles shall be considered grounds for terminating this Agreement.

4. ENROLMENT AND ACADEMICS

- 4.1 Exchange Students shall be enrolled as full time, non-degree students at the Host Institution for the Exchange Period.
- 4.2 Exchange Students shall undertake an academic program at the Host Institution, approved in advance by the Home Institution. Transcripts of results from the Host Institution shall be provided to the Home Institution as soon as possible, but no later than one academic term, after the completion of the exchange.

At **McGILL, LUND** Exchange Students will be informed that they will have access to their official transcripts once they have completed their courses and the Exchange Students will have to ensure that they are transmitted to their Home University.

- 4.3 Any academic credit earned at the Host Institution shall be transferred to the Home Institution in accordance with procedures determined by the latter.
- 4.4 Upon completion of the Exchange, the Exchange Student must return to the Home Institution unless an extension to the Exchange Period has been expressly approved by both Parties.
- 4.5 The Host Institution may exclude students from restricted enrolment programs.
- i. At **McGILL, LUND** Exchange Students shall be precluded from enrolling in courses offered through the Faculty of Medicine and its related centres, institutes and schools, the Faculty of Dentistry and the School of Continuing Studies.
 - ii. At **LUND, McGill** Exchange Students shall be precluded from enrolling in courses offered through the Faculty of Medicine, the Faculty of Performing Arts and the Malmö Art Academy.

5. RESPONSIBILITIES OF THE HOST INSTITUTION

- 5.1 The Host Institution shall provide incoming Exchange Students with:
- a) access as full members of the Host Institution to University facilities and services as would normally be provided to its own students, such as libraries, sport and student union facilities. The use of non-academic or non-obligatory facilities, services and functions at the Host Institution may not be accessible or may require the payment of fees by the Exchange Student. The Parties agree that they shall ensure that their Students are made aware of this prior to the Student making their application under the Exchange Programme.
 - (b) an introductory or orientation program customarily arranged for its international students;
 - (c) reasonable assistance in finding suitable accommodation;
 - (d) assistance in matters of health, language and local custom that may arise;
 - (e) academic and other advisory services;

- (f) designated an individual to act as a liaison officer to facilitate the exchange under the terms and conditions of the Agreement.

6. RESPONSIBILITIES OF THE HOME INSTITUTION

- 6.1 The Home Institution shall provide outgoing Exchange Students with:
 - (a) information and reasonable assistance with the necessary documents to obtain the appropriate visa;
 - (b) a student preparedness and orientation program prior to their departure.

7. RESPONSIBILITIES OF EXCHANGE STUDENTS

- 7.1 The Parties will ensure that Exchange Students are made aware of their responsibilities under the Student Exchange Program, described below.
- 7.2 Exchange Students shall register/enrol and pay tuition and all associated fees to their Home Institution.
- 7.3 Exchange Students alone shall be responsible for all costs associated with the Exchanges. In addition to the costs in 7.2, these include:
 - a) Cost of travel to, from, and within the host country;
 - b) Cost of all accommodation, meals and such other personal expenses;
 - c) Cost of health insurance and any medical expenses;
 - d) Cost of textbooks, equipment, clothing, and all incidental fees;
 - e) Cost of passport and visa; Exchange students shall apply for and obtain the appropriate visa;
 - f) Any and all debts incurred during the period of exchange.
- 7.4 Exchange Students must obtain health insurance coverage that meets the requirements of the Host Institution or as a condition of obtaining the appropriate visa. In particular, Exchange Students from **LUND** are required to participate in **McGILL's** compulsory *International Health Insurance* plan. At **LUND**, exchange Students from **McGILL** are covered by the *Swedish State's Insurance for Foreign Students*.
- 7.5 While on exchange, the Exchange Students shall have the same rights and privileges as all other students at the Host Institution, and shall be subject to, and comply with, the Host Institution's policies and procedures, including codes of conduct and academic and disciplinary regulations at both universities.

A breach of any of these shall be cause for immediate termination of the particular student exchange.

8. FINANCES

- 8.1 There shall be no cost or transfer of funds between the Parties in respect of this Student Exchange Agreement.
- 8.2 The Host Institution shall waive tuition fees for incoming Exchange Students.

9. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

- 9.1 This Agreement shall enter into force the latest date signed below and shall remain in effect for a period of 5 years from that date. This Agreement may be extended for further period(s) of five years, provided the extension is in writing and signed by both Parties.
- 9.2 Nine (9) months prior to the expiration of this Agreement, the Parties shall review in good faith the terms and conditions of the Agreement with the view to renew. The

Agreement shall be renewed by mutual agreement and executed in writing by the authorized representatives of the Parties.

- 9.3 Any modification to this Agreement during its term shall be evidenced in writing and signed by the authorized representatives of the respective Parties. Such amendments shall become part of this Agreement.
- 9.4 Either Party may terminate the Agreement before the end of its term by giving twelve months prior written notice to the other Party. The Parties agree that an Exchange Student shall be permitted to complete the exchange that began prior to the end of the Agreement and all terms and conditions of this Agreement shall apply until the exchange is completed.

10. CONTACTS

- 10.1 For all matters relating to the administration of the exchange program, notice shall be sent to the parties' liaison officers:

- **For MCGILL:**

Service Point
3415 McTavish St.
Montreal, Quebec, H3A 1Y1
Canada
studentexchanges@mcgill.ca

- **For LUND:**

Division of External Relations
Lund University
PO Box 117
221 00 Lund
Sweden
studentreception@lu.se

- 10.2 For all notices of amendments, renewal and termination, such notices shall be sent to the parties' authorized representatives as follows:

- **For MCGILL:**

Deputy Provost (Student Life and Learning)
McGill University
James Administration Building, Room 621
845 Sherbrooke Street West
Montreal, Quebec, H3A 0G4
Canada

- **For LUND:**

Division of External Relations
Lund University
PO Box 117
221 00 Lund
Sweden

11. RELEASE OF PERSONAL INFORMATION

- 11.1 The Parties recognize that the performance of the Agreement shall require the release of certain personal information relating to the Exchange Students participating in the Student Exchange Program. The Parties shall take all reasonable steps to provide for the safe custody of the personal information received from the other Party or from

the exchange Students. The parties shall ensure that the disclosure shall be made in compliance with the laws applicable to them.

- 11.2 For exchange from **McGILL**, it is understood that the Exchange Students shall be required to provide written consent to that release prior to the start of the Exchange Period.
- 11.3 For exchange to **McGILL**, **LUND** shall obtain from each of its Exchange Students the consent form contained in Annex 1 and shall send a copy to **McGill** prior to sending any personal information regarding its Exchange students. Should an Exchange Student not consent to the form in Annex 1, **LUND** agrees that the Exchange Student shall not be allowed to come to **McGill** as part of this Agreement.
- 11.4 As **LUND** is subject to GDPR, the consent form of Annex 1 could be used to meet the requirements of article 49 of the GDPR, pursuant to which **LUND** shall obtain explicit consent from Exchange Students after having informed them of the possible risks of transfer of personal data.

12. FORCE MAJEURE

- 12.1 Neither **McGILL** nor **LUND** shall be deemed to be in default of performance of its obligations in the event that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be defined as war, strikes, fire, flood, court order, statutory or regulatory changes and any similar cause beyond the reasonable control of **McGILL** or **LUND**, which could not reasonably have been foreseen and guarded against.

13. GOVERNING LAWS AND DISPUTE RESOLUTION

- 13.1 The Parties will resolve disputes relating to this Agreement by peaceful means, including through mediation.
- 13.2 If resolution was not reached within 60 days of the notification of the dispute, legal dispute arising from this Agreement shall be debated in a court of law of, and shall be governed pursuant to the laws of, the District of the Defending Party.

14. LIABILITY/INDEMNIFICATION

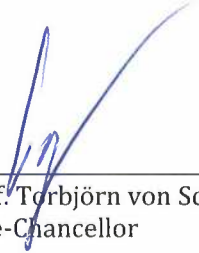
Each Contracting Party shall be independently liable for any loss, damage or injury to third parties resulting from the performance of the said Contracting Party's obligations by it or on its behalf under this Agreement. A Contracting Party shall not be responsible to the other Contracting Party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts, unless caused by gross negligence or a willful act.

15. LANGUAGE CLAUSE

The parties to the present Agreement have requested that the present Agreement be drafted in the English language. *Les parties à la présente ont demandé que la présente convention soit rédigée dans la langue anglaise exclusivement.*

AND THE PARTIES HAVE SIGNED:

Signed for and on behalf of
Lund University
by its duly authorised officer



Prof. Torbjörn von Schantz
Vice-Chancellor

Date *Lund*
2020 10/16

Signed for and on behalf of
McGill University
by its duly authorised officer



Prof. Suzanne Fortier
Principal and Vice-Chancellor

22/09/2020
Date

ANNEX 1

PROTECTION OF PERSONAL INFORMATION AND CONSENT

McGill University wishes to inform any student who takes part in an academic activity under the Student Exchange Agreement between McGill and their home university (the "Agreement") as follows:

1. McGill will obtain and collect personal information about you in order to register you at McGill.
2. The personal information collected and held by McGill may include, but is not limited to, your first and last name, country of residence, student number, contact information, curriculum and academic record, and academic results ("Personal Information").
3. This Personal Information is collected and held in McGill's databases and will not be shared with third parties (i.e., outside of McGill) unless you consent to it or unless it is required or permitted by the law applicable in Québec.
4. Nevertheless, McGill may exchange certain Personal Information with (*home university*) in connection with the execution of the Agreement.
5. Only McGill staff who need to deal with this Personal Information in connection with the execution of this Agreement will have access to your Personal Information.
6. You have a right to request access and correction of your Personal Information.
7. Your Personal Information will be held in perpetuity by McGill unless a change of protocol is made by McGill in the future.
8. You have the right to decline signing this Annex, but in that case you will not be able to register at McGill under this Agreement.

I, _____, the undersigned, acknowledge having read the terms and conditions of the protection of my Personal Information and agree to be bound by it. I consent to disclose my Personal Information in these conditions. I understand that this consent cannot be revoked except in time to cancel my registration with McGill under this Agreement, that is, before McGill has obtained my Personal Information.

Surname and first name of the student

Signature

Signed at _____ **dated** _____