



Student Affairs Office
Faculty of Law
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DECLARATION CONCERNING A STUDENT’S PARTICIPATION IN A STUDENT ACTIVITY

	MCGILL UNIVERSITY, FACULTY OF LAW , a duly incorporated legal entity, located at 3644 rue Peel, Montreal, Quebec, Canada H3A 1W9 (hereinafter called the “University”)
HOST ORGANIZATION	LEGAL NAME: Address: (hereinafter called the “host organization”)
STUDENT	NAME: Address: (hereinafter called the “student”)
WHEREAS	The host organization agrees to receive the student, for the purposes of the research activity (the “activity”) described below and in accordance with the conditions established by the present declaration.

1. Duration of activity

a) The activity shall begin on _____ and shall end on _____.

2. Nature of activity and schedule

a) The student’s work shall be assigned and supervised by:
 _____ (the **“supervisor”**).

b) The organization and the student shall jointly agree on the latter’s work schedule.

3. Obligations

- a) Student:
- i. The student shall execute all tasks assigned to him.
 - ii. He shall fulfill all the obligations set forth in this declaration.
 - iii. He shall be subject to the regulations applicable to the University, particularly with regard to discipline, health and safety.

- iv. During his stay abroad, he shall obey all the federal and provincial laws and regulations and those of the host country; he shall also adhere to all the codes, policies, rules and procedures of the University.
- v. As applicable, he shall be responsible for ensuring that his visa(s) and/or any other travel documents required are valid, accurate, current and in compliance with the laws and regulations of the host country for the duration of the activity.
- vi. It is his responsibility to cover all expenses, make all travel plans and arrange all accommodations related to the activity.
- vii. He shall be fully qualified and hold all the authorizations needed to perform all of his tasks.

b) Host organization:

- i. The host organization shall provide the student with appropriate tasks, counseling and guidance as well as an environment that is conducive to the student's learning and professional development.
- ii. At the end of the activity, it shall issue a report, evaluation or notice concerning the student's work.
- iii. Following agreement with the student, it shall supply the latter with certain equipment and material deemed necessary for the purposes of the activity.

4. Student's status

a) The student has the following status (check applicable clause):

- i. The student is currently enrolled at the University and hereby declares that he will retain his student status for the duration of the activity, in accordance with the University's rules and procedures concerning enrollment.
- ii. The student is currently enrolled at the University, but his enrollment will end during the course of the activity. The student hereby declares that he will be a student at the University until _____ (*enter end-of-term date as indicated below*). Following the activity, he will not return to the University as a student. Therefore, the University will not provide an extension or issue a new declaration.

Term dates:

Fall: September 1 to December 31

Winter: January 1 to April 30

Summer: May 1 to August 31

End-of-term dates:

If the studies end in the fall term: indicate December 31

If the studies end in the winter term: indicate April 30

If the studies end in the summer term: indicate August 31

- b) If he enjoys privileges within the host organization, he must observe the conditions and restrictions associated with such privileges.

5. Remuneration or bonus

The student shall receive a remuneration, bonus or other form of compensation based on the declaration that he signed with the host organization, as indicated below:

The student and the host organization, in compliance with the declaration binding them, shall assume full responsibility for any deductions to be made from the remuneration, bonus or other form of compensation and paid to any government authority. In other words, the University will not be held responsible for any deductions, fees or levies payable to any government body or other authority in respect of the relationship between the student and the host organization or pursuant to this declaration. Under no circumstances will the student be considered an employee of the University.

6. Privacy

The student agrees, during the course of the activity and at all times after the expiry of this declaration, to protect any and all information relating to the host organization that is intended to remain confidential. This includes, without being limited to, any and all confidential information obtained, any and all reports, documents and work completed, and any and all documentation acquired, created and/or produced during the activity.

7. Intellectual property

As regards intellectual property, the student shall be bound by the regulations and policies applicable to the University, including, without being limited to, the *Policy on Copyright* and the *Policy on Inventions and Software*. If the said policy does not apply to the present case, the intellectual property shall be governed by the agreement concluded between the student and the host organization; in the absence of such an agreement, it shall be subject to the laws in effect.

8. Insurance

- a) It is the student's responsibility to obtain, before his departure for the location of the activity, the necessary medical, travel, accident and individual insurance coverage.
- b) Upon request, the student shall present evidence of such insurance coverage to the University.
- c) Notwithstanding the provisions of section 8 a) of this declaration, the host organization and the student hereby confirm that, further to their agreement, the student shall obtain all the necessary insurance coverage to demonstrate caution and diligence in carrying out the activities described in this declaration. In other words, McGill accepts no responsibility for obtaining any insurance coverage whatsoever for the activity described in this declaration.

9. Termination

- a) The University, the host organization and the student may, without incurring liability, terminate this declaration before the end of the activity, for any reason or

motive. A termination notice must be provided at least (2) weeks before the effective date of such termination. It must comply with the provisions set forth in section 11 of this declaration.

- b) If the student violates a policy, regulation or procedure of the host organization or adopts a behavior deemed unacceptable by the host organization, the latter may immediately terminate this declaration without notice.

10. Amendments to this agreement

The University, the host organization and the student may agree to amend the provisions of this declaration. If so, any amendment shall be confirmed in writing, in a document signed by the authorized representatives and delivered in compliance with the procedure set forth in section 11 relating to advance notices.

11. Notice

Any notice required or authorized (the “notice”) pursuant to this declaration shall be provided in writing. It shall effectively be provided insofar as it is hand-delivered or sent by messenger service, registered mail or email to all parties concerned:

Name:
Title:
Faculty of Law, McGill University
Student Affairs Office, room 433
3644 Peel Street
Montreal (Quebec) H3A 1W9
Email: sao.law@mcgill.ca

Or, in the case of the student’s host organization:

Name:	
Title:	
Address:	
Telephone:	Email:

12. Warranty

The University makes no recommendations and offers no warranties or conditions, express or implied, regarding the student or the host organization. Moreover, it does not guarantee that the student’s work will be error-free or will meet the host organization’s requirements.

13. Liability

- a) The University accepts no responsibility whatsoever for any damage arising directly or indirectly from the activity or caused to any property of the host organization or

the student, including, without being limited to, the interruption or non-delivery of services, whether or not such damage results from the negligence of the property's owner or that of one of its agents, officers or employees or any other person for whom the said owner may be legally liable.

- b) The host organization and the student undertake to indemnify the University for any fees, legal proceedings or claims arising from the activity.

14. Jurisdiction and applicable law

Any dispute arising from this declaration and/or the activity shall be under the exclusive jurisdiction of the courts of the province of Quebec, located in Montreal, Canada.

15. Language

The masculine form is used to facilitate reading.

This declaration must be signed in one (1) original copies.

HOME UNIVERSITY: MCGILL UNIVERSITY	HOST ORGANIZATION: NAME OF ORGANIZATION
<i>Name & Title of SAO Representative, Faculty of Law</i>	<i>Name & Title of Host Organization Representative</i>
<i>Signature, Representative SAO</i> Date:	<i>Signature, Representative Host Organization</i> Date:
STUDENT	
<i>Signature, Student</i> Date:	