

Mitteilungen der Justus-Liebig-Universität Gießen

Ausgabe vom
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Universidade Federal do Rio Grande do Sul, Brasilien

STUDENT EXCHANGE AGREEMENT BETWEEN UNIVERSIDADE FEDERAL DO RIO GRANDE DO SUL AND JUSTUS-LIEBIG-UNIVERSITÄT GIESSEN

Version information:

	President	Promulgation
Kooperationsvereinbarung/ Zusatzvereinbarung	22.12.2012/ 28.01.2015	16.10.2015
1. Amendment	27.02.2024	29.04.2024

UNIVERSIDADE FEDERAL DO RIO GRANDE DO SUL, a federal public university registered with CNPJ under # 92.969.856/0001-98, hereinafter referred to as UFRGS, with its main campus located at Av. Paulo Gama, 110, Porto Alegre, RS, herein represented by its President Professor Dr. Carlos André Bulhões Mendes, and JUSTUS-LIEBIG-UNIVERSITÄT GIESSEN, a corporation under public law with legal capacity and at the same time a state institution, founded in 1607, seated in Ludwigstrasse 23, 35390 Giessen, Germany, and according to the "Hochschulgesetz" (§ 44 Section 1, clause 1, HessHG) represented by its University President, Prof. Dr. Joybrato Mukherjee; , have decided to enter into this student exchange agreement according to the terms and conditions below:

SECTION 1 – ACADEMIC UNITS

This agreement includes the following schools/colleges/institutes, departments or centers:

1.1 At UFRGS:

School of Law (Faculdade de Direito)

1.2 At Justus-Liebig-Universität Giessen

Faculty of Law (Fachbereich Rechtswissenschaften)

SECTION 2 - PURPOSE

The purpose of this Agreement is to foster student exchange and provide an international academic experience that enables mutual cultural enrichment.

SECTION 3 – TERMINOLOGY

3.1 According to this Agreement, participating students will be referred to as exchange students.

3.2 The University in which the exchange student is regularly enrolled will be referred to as the Home institution.

3.3 The institution in which the student is temporarily exchanging will be referred to as the Host institution.

SECTION 4 - SEATS

4.1 Each institution must allocate up to 6 places per semester, totaling 6 annual seats, for the period of up to 1 (one) year of exchange while this Agreement remains in force. Both institutions hereby promise to seek ways to keep the number of exchange students balanced.

4.2 The exchange includes undergraduate and graduate students that have completed at least the period required by the respective Institutions' mobility regulations.

SECTION 5 - SELECTION

5.1 Students will be selected based on their academic merits and other factors that may be agreed upon between the two Institutions. The host institution reserves the right to administer the final admission exam to each student designated for the exchange program.

5.2 At UFRGS, the process selecting undergraduate students will be carried out by the Law School. In the event that the academic unit conducts the selection, they must notify RELINTER about the selection process results.

5.3. At UFRGS, the process of selecting graduate students will be carried out by the graduate program.

5.4 At UFRGS, the selection of exchange students will be formalized with the application of objective criteria, in order to guarantee the isonomy and impersonality of the selection.

SECTION 6 – ACADEMIC PROGRAM

6.1 Every exchange student will be attending courses regularly offered at the host institution. The host institution reserves the right of not including exchange students in restricted programs.

6.2 At the end of the exchange period, the host institution will provide the home institution with a report on the student's courses and grades.

6.3 Whether the academic credits will be transferred will be decided by the home institution.

SECTION 7 – EXCHANGE STUDENTS' DUTIES

7.1 Exchange students must enroll in the regular program and pay the respective tuition and fees at the home institution, upon which they will be exempt from such payments at the host institution.

7.2 Exchange students will be subject to all of the host institution's rules and regulations.

7.3 Participating students will be responsible for their expenses with Visa, tickets, housing, meals, transportation, purchase of study materials, administrative fees and any other personal expenses they find necessary or desirable while on the exchange program.

7.4 Exchange students must purchase comprehensive healthcare insurance that includes medical coverage and repatriation expenses. Insurance must be purchased in their country of origin before departing to their host country.

SECTION 8 – HOUSING AND ASSISTANCE

8.1 The respective international offices will provide the students holding the necessary documents to obtain the Visa with information on housing and other matters, on site. General assistance will be provided at the students' arrival to the host institution in order to help them find accommodation.

8.2 At UFRGS, RELINTER will be assisting coordinators and students, and serving as a point of contact between the two institutions.

SECTION 9 – ACADEMIC COORDINATION

9.1 Each institution must assign a coordinator for the student exchange program. Their duties include:

- 9.1.1 Assisting in academic matters pertaining to the students hosted by the institution;
- 9.1.2 Helping the exchange students hosted by the institution to enroll in courses;
- 9.1.3 Providing RELINTER with information on the students selected for the program.

9.2 The institutions are hereby appointing the following persons to coordinate the exchange program hereunder:

- 9.2.1 By UFRGS: Prof. Dr. Claudia Lima Marques
- 9.2.2 By Justus-Liebig-Universität Giessen: Prof. Dr. Christoph Benicke

SECTION 10 – TERM IN EFFECT

10.1 This Agreement takes effect on the date it is signed and approved by both Institutions and will remain in effect for 5 years, and may be extended and/or altered via an Amendment and terminated upon notice provided 6 (six) months in advance. In the event of early termination, the obligations assumed in relation to student exchanges in progress are maintained, in order to avoid damages of any kind.

10.2 Other academic units interested in taking part in this exchange program may be included in it by means of an Amendment. The Amendment must set forth the number of seats to be made available by said units.

SECTION 11 – DATA PROTECTION

Both parties agree to maintain the strictest confidentiality regarding the information, data and documentation to which they may have access by virtue of the present agreement; to not use the information, data or documentation for any purposes other than those that are specified; and to ensure compliance with the regulations governing the protection of personal data. Personal data may be accessed by or ceded to third parties only if this is expressly stipulated in the present agreement or if it is established by law. All operations utilizing personal data shall be compatible with the purposes and context of the required treatment. Treatment shall be limited to the minimum necessary for these purposes and utilizing only relevant data in a proportional and non-excessive fashion, for legitimate, specific, explicit and timely purposes which shall be informed to the holder, with technical and administrative measures applied to ensure that all data is protected from unauthorized access, accidental or illegal use and any other damages that may occur.

SECTION 12 – JURISDICTION

Any and all disputes arising from or related to this instrument shall be resolved amicably in an administrative manner.

IN WITNESS WHEREOF, the parties have signed this agreement in 4 (four) counterparts of equal contents, 2(two) in English and 2 (two) in Portuguese.

For UFRGS
Prof. Dr. Carlos André Bulhões Mendes
President
Porto Alegre, Brasil

For JLU
pp. Prof. Dr. Alexander Goesmann
Vizepräsident für wissenschaftliche Infrastruktur
Gießen, 27.02.2024