

**Mitteilungen der  
Justus-Liebig-Universität Gießen**Ausgabe vom  
**17.04.2018****5.42.01 Nr. 3**

Kooperationsabkommen, North-West University, Südafrika

**COOPERATION AGREEMENT  
between  
JUSTUS LIEBIG UNIVERSITY GIESSEN, GERMANY  
and  
NORTH-WEST UNIVERSITY, SOUTH AFRICA***Zuletzt geändert am 04.04.2018**Bisherige Fassungen:*

	Präsidium	Verkündung
Kooperationsabkommen	12.03.2007	
Erneuerung	04.04.2018	17.04.2018

North-West University is a South African public higher education institution and a juristic person established in terms of the Higher Education Act No 101 of 1997, herein represented by the Vice-Chancellor, Professor Ntate Daniel Kgwadi, duly authorized hereto.

Justus Liebig University Gießen is a corporation under public law with legal capacity and at the same time a state institution which was founded in 1607 and is dedicated to research and education. According to the "Hochschulgesetz" (§ 38 Section 1, clause 1, HHG) its representative is the University President, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Gießen, Germany.

In consideration of the successful cooperation of both institutions in the areas of research, teaching and learning, student and teaching staff exchange, both universities have decided to take the 10th anniversary of the cooperation as an occasion to renew the cooperation agreement as an institutional agreement to prolong and further strengthen their cooperation as strategic partners. Justus Liebig University Gießen and North-West University therefore agree to the following cooperation agreement.

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## Paragraph 1 – Purpose

The aim of the agreement is to promote international exchange and closer cooperation in research and teaching as well as the development of joint projects between Justus Liebig University Giessen and North-West University, where necessary, on a written mutually pre-agreed project-by-project basis. The agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields.

## Paragraph 2 – Goals

The contracting parties intend to cooperate academically in the following areas:

1. Exchange of teaching staff and researchers for the planning or implementation of research and teaching projects.
2. Exchange of undergraduate and graduate students.
3. Mutual support in the supervision and international networking of doctoral candidates (for example, by simplifying access to research institutions and by facilitating contacts to scholars as well as making it possible to present projects at the institutions concerned).
4. Promotion and common supervising of graduate student projects in the context of a joint supervision and binational degrees (Cotutelle).
5. Exchange of information about courses of study and study projects, as well as corresponding research activities and/or intentions to expand the teaching or research fields of the respective organization.
6. Exchange of scientific publications.
7. Use of the available infrastructures for research in the areas of the international cooperation.
8. Development of common research and teaching projects.
9. Intensification of scholarly relationships through symposiums/ summer schools/ conferences/ workshops carried out together.

Where, necessary, all projects will be mutually pre-agreed to in writing on a project-by-project basis and will always be subject to the statutes, legislation, policies, rules and directives that may apply from time to time to the respective universities and its governing structures.

## Paragraph 3 – Coordinator

To ensure and facilitate the implementation of the measures of this agreement, each institution shall appoint a Cooperation Coordinator. The Cooperation Coordinator shall prepare an annual work plan, evaluate the latter upon its completion and, in accordance with University regulations report to the faculty deans on the progress of cooperation.

## Paragraph 4 – Implementation

Both Universities declare themselves ready and willing to admit qualified undergraduate and postgraduate students of the partner institution to courses of study.

1. The number of exchange students from each institution shall be determined in an annual plan of action. The fulfilment of this plan of action shall depend on the respective financial situation of each party and on other

conditions. The activities agreed shall in the first instance be financed via third-party funding. The parties to this Agreement shall endeavour to obtain third-party financing for the goals and activities within the domains of research, teaching, and exchange as set out in §2 above. Ease of access to existing facilities and services within each institution shall be guaranteed within the framework of this Agreement.

2. Concerning the admission of graduate students to the respective graduate centers, the directors, managing directors and coordinators of both graduate centers will make decisions according to their respective admission procedures.
3. If the participating institutions agree upon a regular exchange of staff for language classes and if Justus Liebig University appoints staff to this end, the period of such employment, in the interest of a lively partnership, shall not exceed two years. The North-West University may recommend suitable staff for such employment. The receiving institution shall be responsible for selection and staffing.

### **Paragraph 5 – Exchange Conditions**

1. Students who take part in the exchange shall pay any tuition or other academic and related fees to their home university, and are exempted from such payments to the host university. Administrative fees, expenses for transport, residence (board and lodging), as well as health insurance and other costs in accordance with the regulations of the host country, shall be carried by the respective students. During the stay in the host country the students are obliged to have sufficient health insurance coverage.
2. The host institution shall assist the guests of the partner institution to the best of its ability in obtaining the respective permits (visa, research permits, etc.) that are necessary to enable the implementation of this agreement. The parties of this contract shall permit the exchange participants who are sent on the basis of this agreement to use their academic and social facilities during their stay.
3. Both parties agree that the number of participating teachers and researchers must be in accordance with the needs and capacities of the host university. Acceptance of visiting teachers and researchers shall depend on concrete proof of available financial means (e.g., grants and stipends), and the period of guest residence shall be limited.
4. No financial obligation shall arise from the present Agreement. Both parties shall undertake to apply to national and international support programmes for funding of student exchanges. The financial requirements of the respective host university (for example enrolment fees, consolidated fee for the use of university facilities) are to be respected and met by the visiting student.
5. In order to cover the costs arising from the period of residence of visiting scholars and researchers, both universities shall make use of third-party funding. Both universities shall do all they can to obtain the financing necessary for the fulfilment of the partnership.

### **Paragraph 6 – Liability**

It is hereby specified that neither of the contracting parties agree to be liable for damages or injuries to the other party that may result from this agreement, unless the damages are caused by intent or gross negligence of a party.

### **Paragraph 7 – Duration and termination**

1. Informal requests for participation shall be addressed to the respective coordinator.
2. This agreement may be altered by mutual agreement in writing.
3. This agreement shall come into effect as of the day of its ratification by the representatives of both universities and is valid for three years effective as of the day of ratification. The agreement shall be renewed automatically on a yearly basis if notice of termination is not given six months before expiration.

The agreement may be terminated by any of the parties by written notice 60 days before termination.

Student exchange programmes, Cotutelle arrangements for graduate students and other common activities that are already being carried out at the time of the notice are to be continued and supervised together until their originally planned conclusion is reached.

4. In order to realize and implement the agreement, two identical copies of the contract shall be signed by the partners.

This exchange agreement is an expression of goodwill on both sides. Problems that might arise due to interpretation, fulfilment or further development of the agreement, shall be solved by mutual agreement.

For Justus-Liebig-Universität Gießen

Prof. Joybrato Mukherjee

President

04.04.2018

For North-West University

Prof. Ntate Daniel Kgwadi

Vice-Chancellor