

**Mitteilungen der  
Justus-Liebig-Universität Gießen**

**29.03.2012**

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Cooperation Agreement  
Griffith University

	<i>Präsident</i>
<i>Cooperation Agreement</i>	01.01.2012

**COOPERATION AGREEMENT**

between

**JUSTUS LIEBIG UNIVERSITY GIESSEN,  
(INTERNATIONAL GIESSEN GRADUATE SCHOOL FOR THE LIFE SCIENCES)**

and

**GRIFFITH UNIVERSITY,  
(SCIENCE, ENVIRONMENT, ENGINEERING  
& TECHNOLOGY GROUP)**

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" (§ 44 Section 1, clause 1, HHG) its representative is the University President, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

Griffith University (CRICOS Provider No: 00233E) is a public university recognised by the Government of Australia with the authority to grant bachelor, masters and higher degree research and is founded on the principles of social justice and access to higher education.

Justus Liebig University Giessen (JLU) and Griffith University (GU) are signatories to the Memorandum of Understanding between Universities in Queensland, Australia and Universities, Universities of Applied Sciences and Art Colleges in Hessen, Germany, signed in September 2002 hereinafter referred to as "The Hessen Agreement".

The Hessen Agreement has established a student exchange program and JLU and GU wish to expand the field of cooperation by establishing this Cooperation Agreement for the purpose of research, academic and Higher Degree Research student mobility specifically for JLU through its International Giessen Graduate School for the Life Sciences and for GU through its School of Bio molecular and Physical Sciences.

**CONTRACT CONDITIONS**

### **Paragraph 1**

#### Purpose

The aim of the agreement is to promote postgraduate international exchange and closer cooperation in research and teaching in addition to the development of joint projects between JLU and GU. 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 graduate research 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 doctoral degree (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 and workshops carried out together.

### **Paragraph 3**

#### Coordinator

To ensure and facilitate the implementation of the measures of this agreement, each institution shall nominate a Coordinator who will be responsible for preparing and evaluating an annual work plan and reporting to the appropriate authority at their respective institution as required.

### **Paragraph 4**

#### Implementation

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

1. Each institution is prepared to send students and receive students in exchange annually. The actual number of exchange students from each institution may be negotiated and determined on an annual basis. The fulfilment of this plan of action shall depend on the respective financial situation of each party and on the approval of the appropriate authority at each institution. 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 Paragraph 2 above. Access to existing facilities and services within each institution shall be guaranteed within the framework of this Agreement.
2. The Directors, Managing Directors and Coordinators of both graduate centres will make decisions with respect to the admission of graduate students to their graduate centres according to their respective admission procedures.

**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. All other expenses (including, but not limited to, transport, accommodation, day-to-day living expenses and health insurance) are the responsibility of the student. All students are required to obtain health insurance in accordance with the regulations of the host country for the duration of their stay at the host institution.
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 undertake to apply to national and international support programs for funding of student exchanges.
5. Both universities shall do all they can to obtain financing as necessary for the fulfilment of the partnership in order to cover the additional costs arising from the period of residence of visiting scholars and researchers.

**Paragraph 6**  
Liability

It is hereby specified that neither of the contracting parties agree to be liable for damages or injuries that may result unintentionally or by means of a higher power, in particular due to the loss of working hours in administration and academic teaching.

**Paragraph 7**  
Duration and termination

1. Informal requests for participation shall be addressed to the respective graduate centre 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 from that date. It may be renewed by mutual written agreement and may be terminated by either party providing written notice of termination to the other party sixty (60) days prior to termination.
4. Student exchange programs, 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.
5. In order to realize and implement the agreement, 2 identical copies of the contract shall be signed by the partners.

**Paragraph 8**  
Authority

The parties agree that this Cooperation Agreement is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences, but it is only a definite expression and record of the purpose of the parties to which the parties are bound in honour only. Any problems that might arise due to interpretation, fulfilment or further development of the agreement, shall be solved by mutual agreement.

This agreement has been accepted by the President of JLU and the Vice Chancellor & President of GU.

**SIGNED FOR AND BEHALF OF:**

**Justus Liebig University Giessen by:**

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Prof. Dr. Joybrato Mukherjee  
President

Date: .....11.01.2012.....

**Griffith University by:**

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Professor Ian O'Connor  
Vice Chancellor & President

Date: .....