

JUSTUS-LIEBIG-



UNIVERSITÄT
GIESSEN

Der Präsident

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

11.05.2017

5.43.00 Nr. 9

Austauschabkommen Justus-Liebig-Universität Gießen – University of
Calgary

**Specific Letter of Agreement
Student Exchange
between
Justus Liebig University Giessen (JLU), Germany
and
The Governors of the University of Calgary, Canada**

Version information

Specific Letter of Agreement: 03.04.2017

Tabular presentation of the version information

	President
Specific Letter of Agreement	03.04.2017

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The Governors of the University of Calgary, a corporation with offices in Calgary, Alberta, Canada, continued pursuant to the Post-secondary Learning Act (Alberta).

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 mutual covenants and promises contained in this agreement, the parties agree as follows:

1. Definitions

- 1.1 In this agreement:
- 1.1.1 "**Exchange**" means the exchange of students between the parties pursuant to this agreement;
 - 1.1.2 "**Home University**" means, in respect of a specific Exchange participant, the party providing the Exchange participant;
 - 1.1.3 "**Host University**" means, in respect of a specific Exchange participant, the party accepting the Exchange participant.

2. Student Exchange

- 2.1 Subject to the terms of this agreement and applicable law, the parties agree to permit their respective students to participate in the Exchange, as specified below:
- 2.1.1 The Exchange shall be open to undergraduate and graduate students from UCalgary;
 - 2.1.2 The Exchange shall be open to undergraduate and graduate students from Justus Liebig University Giessen;
 - 2.1.3 The following programs are not open to Exchange students being hosted by UCalgary: Cumming School of Medicine, Faculty of Veterinary Medicine, Faculty of Nursing and the Werklund School of Education;
 - 2.1.4 The following programs are not open to Exchange students being hosted by Justus Liebig University Giessen: N/A;
- 2.2 Each party shall appoint a co-ordinator who shall be responsible for the development and conduct of the Exchange.
- 2.2.1 At UCalgary, coordination shall be done by:

Study Abroad Office, University of Calgary International
MSC 275, University of Calgary
2500 University Drive NW
Calgary, Alberta, Canada T2N 1N4
Phone: (403) 220-5581
Fax: (403) 289-4409
Email: cissa@ucalgary.ca
Website: www.ucalgary.ca/uci/
 - 2.2.2 At Justus Liebig University Giessen, coordination for student mobility shall be done by the International Office in coordination with the faculty coordinator:

Justus Liebig University Giessen
Goethestr. 58
35390 Giessen
Phone: 0049 641 99 12156
Fax: 0049 641-99 12139
Email: mobility@uni-giessen.de
Website: <http://www.uni-giessen.de/cms/internationales>

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- 2.3 Each Exchange candidate will be nominated by their Home University and accepted by the Host University, subject to the normal procedures of each party. In addition, the following procedures shall apply:
- 2.3.1 Students will remain registered at their Home University throughout their participation in the Exchange;
 - 2.3.2 Students will be required to meet the language proficiency requirements of the Host University;
 - 2.3.3 The proposed programme of studies of any Exchange student at the Host University must be approved by the Home University;
 - 2.3.4 Admitted Exchange students must meet the individual course prerequisites of the Host University and admission to any course is subject to space restrictions;
 - 2.3.5 Participation in the Exchange does not give students any preference or special status to register for a degree program at the Host University.
- 2.4 Students shall register for full-time studies at their Host University for one academic semester or for a maximum of one academic year. An academic year at UCalgary includes both the fall (September-December) and winter (January-April) semesters. Exchange students are not generally permitted to take spring or summer session classes at UCalgary due to limited course offerings. Spring session at UCalgary runs from May to June and summer session at UCalgary runs from July to August.
- 2.5 An academic year at Justus Liebig University Giessen includes both winter (mid October - mid February) and summer (mid April - mid July) term.
- 2.6 The annual number of students exchanged will be established by mutual agreement of the parties.
- 2.7 The parties will make reasonable efforts to balance the exchange of students hosted by each party during the term of this agreement. In assessing balance, 2 students each participating in the Exchange for 1 academic semester shall be regarded as equivalent to 1 student participating in the Exchange for 2 academic semesters.
- 2.8 Students shall be assessed fees as follows:
- 2.8.1 Students shall not pay tuition fees at their Host University. Students shall pay tuition fees at their Home University;
 - 2.8.2 The Host University shall waive application and enrolment fees for incoming Exchange students;
 - 2.8.3 Students shall pay normal compulsory fees for their respective programmes at their Home University;
 - 2.8.4 Although the Host University is required to waive application and enrolment fees for incoming Exchange students, the Host University may require incoming Exchange students to pay other mandatory fees. However, students shall be advised of any mandatory fees assessed by their Host University as a condition of enrolment in their offer of admission from their Host University (as for Justus Liebig University Giessen please see http://www.uni-giessen.de/org/admin/dez/b/5/studisek/semestercontributions?set_language=en).
- 2.9 Financial responsibility for Exchange students shall as follows:
- 2.9.1 Students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment;
 - 2.9.2 Students shall be responsible for maintaining adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), life insurance, and accidental death and dismemberment insurance to the satisfaction of the Host University. Upon request, students will be required to provide proof of such insurance to their Host University.
- 2.10 Where Exchange students are to be involved in research, the parties shall determine ownership of intellectual property prior to the start of any research in a separate written agreement.
- 2.11 Subject to 2.12, at the end of the academic year or upon request, the Host University shall send the Home University an official transcript of each student. Transcripts shall be sent to the coordinators specified in article 2.2.
- 2.12 The parties acknowledge that UCalgary's rights and obligations under this agreement are subject to its responsibilities under the *Freedom of Information and Protection of Privacy Act* (Alberta), and Justus

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Liebig University Giessen agrees to provide reasonable cooperation according to the data protection rules of Germany to assist with UCalgary's efforts to comply with that legislation.

- 2.13 The Host University shall provide Exchange students with assistance in locating suitable accommodation, campus orientation and advice regarding matters which may enhance the Exchange experience.
- 2.14 Exchange students shall be bound by the policies, procedures, rules and regulations of the Host University and the laws of the host country during the Exchange.

3. Term and Termination

- 3.1 The term of this agreement shall begin effective as of the date of final signature and continue for a period of 5 years, unless otherwise terminated pursuant to this agreement. The term of this agreement may be extended by mutual agreement of the parties.
- 3.2 Either party may terminate this agreement by giving 6 months' prior written notice to the other party. Both parties shall continue to perform their respective obligations during the termination notice period and, after the effective termination date, shall perform those obligations incurred prior to receipt of the notice of termination.

4. Independent Parties

- 4.1 Nothing contained in this agreement shall be deemed or construed by the parties as creating the relationship of employer/employee, principal and agent, partnership or a joint venture relationship between the parties.

5. Indemnity and Insurance

- 5.1 Each party (the "**Indemnifying Party**") shall defend, indemnify and save harmless the other party from and against all claims, losses, damages, costs, expenses, actions attributable to any injury to or death of a person or damage to or loss of property arising from any act(s) and/or omission(s) of the Indemnifying Party.
- 5.2 The indemnification obligations provided hereunder shall survive the expiration or termination of this agreement.

6. Force Majeure

- 6.1 Notwithstanding anything else expressed or implied in this agreement, neither party shall be liable for any failure or delay in performance under this agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labour problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

7. Agreement in Counterparts

- 7.1 This agreement may be executed in one or more original or facsimile counterparts, each of which when so executed and all of which together shall constitute one and the same agreement. If this agreement is also being executed in one or more additional translations, the English version shall govern to the extent of any inconsistency among the translations.

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In witness whereof the authorized representatives of the Parties have executed this agreement on the dates indicated below.

The Governors of the University of Calgary
Dr. Dru Marshall
(Unterschrift)
Provost and Vice-President (Academic)
03. April 2017

For Justus Liebig University Giessen
Prof. Dr. Joybrato Mukherjee
(Unterschrift)
President
03. April 2017