

**Mitteilungen der  
Justus-Liebig-Universität Gießen**Ausgabe vom  
**15.05.2019****5.43.00 Nr. 11**  
Austauschabkommen – Eastern Michigan University, USA**EXCHANGE AGREEMENT  
between  
Eastern Michigan University (USA)  
and  
Justus Liebig University Giessen (Germany)***Version information:*

	President	Promulgation
Exchange Agreement	11.03.2010	15.05.2019

**Eastern Michigan University** in Ypsilanti, Michigan was founded in 1849 and is committed to excellence in teaching, the extension of knowledge through basic and applied research, and creative and artistic expression.

**Justus Liebig University Giessen**, which was founded in 1607 is a lawful corporation under public law and at the same time a state institution and is dedicated to research and education. According to the Hessisches 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.

In recognition of common scholarly interests, and in order to further international cooperation, the following Agreement has been concluded between JLU Giessen and its Department of German language and literature studies and Eastern Michigan University.

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**Article 1**

The aim of this Agreement is to promote international student exchange and closer cooperation in research and teaching, as well as the development of joint projects between Justus Liebig University Giessen (hereinafter: JLU) and Eastern Michigan University (hereinafter: EMU). The Agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields.

**Article 2**

The number of students nominated by each institution shall be agreed upon before the start of each academic year. The duration of the stay will be between one and two semesters.

Students accepted by JLU will be enrolled at JLU in compliance with the status regulations reserved for visiting foreign students. They will be exempted from tuition and fees at JLU, except for any social fees that are mandatory for all registered students irrespective of their status.

Students accepted by EMU will be enrolled at EMU in compliance with the status regulations reserved for guest students. They will be exempted from tuition and fees at EMU, except for the international student orientation fee and the international student health insurance fee.

Students accepted at each institution are exempted from normal admission requirements. They will be classified as non-degree students. Should any individual students decide to continue their studies within regular degree programs in order to obtain an academic degree awarded by the host institution, their respective applications would be subject to normal admission requirements.

1. Each institution shall keep a record of the students sent and received under this agreement. Although the number of students exchanged between the institutions each year will not and need not be in balance each semester, it is assumed that the number of exchanges will be approximately the same over a three-year period. This balance will be reviewed at the end of the three-year period.
2. A separate tally will be maintained of undergraduate (100-400 level) and graduate (500-600 level) students, keeping in mind that there is a tuition differential at EMU. Any courses at the advance graduate (700 and above) level will be excluded from the exchange.

**Article 3**

To ensure and facilitate the implementation of the measures of this agreement, each institution shall appoint a faculty member from the department or college participating in the exchange program to serve as its Faculty Exchange Coordinator. The Faculty Exchange Coordinator or his/her representative shall work closely with students to ensure the implementation of their proposed program of study and shall also function as the first point of contact.

**Article 4**

Each institution will ensure that its students are academically qualified to participate in regular study programs at the other institution. In particular, students are required to possess the necessary language skills as determined by each institution; policies of language proficiency are appended. In general EMU will, while offering participation in the exchange to all majors, give preference to German majors, for whom successful completion of a study abroad program in a German-speaking country is a degree requirement.

## Article 5

Students shall have the opportunity to take the exams regularly offered within the curriculum of the receiving faculty under its rules and regulations. Each student shall receive an official transcript containing assessment for each enrolled subject.

Each host institution will assist the exchange students in designing a study program suited to their needs, in finding suitable accommodation, and in obtaining necessary student visas.

## Article 6

The responsibility for the funding of travel, accommodation, and living expenses lies with the visiting students. Both Universities recognize that no financial obligation will arise as a result of signing this Agreement. Students participating in this exchange program are responsible for securing sufficient funds to cover their own expenses.

## Article 7

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. Student exchange programs that have already begun at the time of termination shall be carried out and supervised until the originally planned termination.

This Agreement may be altered by mutual agreement in writing. Either party may terminate the Agreement at any time, with or without cause, on sixty (60) days prior written notice to the other party.

## Article 8

(1) The relationship of JLU to EMU is and shall continue to be that of an independent contractor, and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee or subcontractor.

(2) This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties, provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

(3) Any paragraph, sentence, phrase or other provision of this Agreement which is in conflict with any applicable statute, rule or other law shall be deemed, if possible, to be omitted herefrom. The invalidity of any portion hereof shall not affect the force or effect of the remaining portions hereof.

(4) This Agreement incorporates and supersedes all prior negotiations, communications, understandings and agreements between the parties hereto regarding the subject matter hereof, whether written or oral. No such prior negotiations, communications, understandings or agreements shall be of further force or effect.

(5) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement has been drafted in both English and German, and both versions are equally valid.

For EMU  
Jack Kay  
Provost & Executive Vice President

Thomas Venner  
Academic Dean, College of Arts & Sciences

Bryon Bond  
Academic Dean, Extended Programs & Educational Outreach

Rosemary Weston  
Academic Department Head, World Languages

For JLU  
Prof. Dr. Joybrato Mukherjee  
President  
Gießen, 11.03.2010