

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

Ausgabe vom
27.11.2023

5.43.00 Nr. 11
Austauschabkommen – Eastern Michigan University, USA

EXCHANGE AGREEMENT

between

EASTERN MICHIGAN UNIVERSITY

Ypsilanti, Michigan, USA

and

JUSTUS LIEBIG UNIVERSITY

Giessen, Germany

Version information:

	President	Promulgation
Neufassung	29.09.2023	27.11.2023

Eastern Michigan University (EMU) and Justus Liebig University (JLU) agree to establish a student and faculty exchange program. This agreement strengthens the previously established collaboration between the two institutions through an exchange agreement dated March 10, 2010.

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Goals and Objectives

This agreement aims to provide a solid foundation for promoting international and intercultural understanding and exchange between our two institutions and further develop, facilitate, and promote collaborative academic activities. The goals contained in this document include, but are not limited to, the following:

1. To improve international understanding
2. To increase international contacts
3. To increase educational opportunities
4. To enrich the educational environment of both universities
5. To exchange information and cultural awareness about both countries

The EMU and JLU recognize the following principles:

1. Both institutions have a strong commitment to international education and recognize that a close relationship is mutually beneficial.
2. Educational opportunities offered to our students, faculty, and administration significantly enhance mutual understanding between our two societies.
3. Both institutions recognize the importance of ongoing dialogues, consultation, and cooperative efforts in devising programs to benefit our students, faculty, and staff.

EMU and JLU agree to pursue one or more of the following initiatives:

1. Study abroad opportunities for students to undertake international academic, language, and cultural experiences
2. Exchange of faculty and staff for teaching, research, and professional development
3. Exchange of teaching and research resources
4. Short-term group exchanges or internships
5. Joint academic degree programs
6. Other related initiatives as agreed upon by both

Article I.

Section I.01 Student Exchange

- (a) The exchange is for academic studies, including student internships.
- (b) Until otherwise agreed to the contrary, the number of students nominated by each institution shall not exceed twelve (12) per year.

Section I.02 Faculty Exchange

- (a) Teaching, Curriculum Development, Class observations, Seminars, professional conference attendance

Article II.

Section II.01 There is no plan to create intellectual property under this agreement.

Article III.

Section III.01 Student Exchange

- (a) The host institution will aid in finding suitable accommodation and in obtaining necessary student visas.
- (b) However, 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 expenses.

- (c) JLU 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.
- (d) EMU students accepted by JLU will be given full registered status at the host institution and accorded all rights and privileges commensurate with this status. They are exempted from any tuition or other academic and related fees (except for the semester contribution).

Article IV.

Section IV.01 Funding Sources

- (a) Some of the EMU World Language Department's endowed funds supply approximately \$1,000 a year for travel to Germany.

Article V.Section V.01 *Entire Agreement*

This agreement constitutes the entire agreement between the two institutions, and all prior discussions, agreements, and understandings, whether verbal or otherwise, is merged in this agreement.

Section V.02 *Nature of the Agreement*

This agreement is not to be construed as a contract in law creating legal and financial relationships between the two institutions. Instead, it is formulated as a statement of interest and intent to facilitate and develop mutually beneficial cooperative activities and exchanges.

Section V.03 *Human and Financial Resources*

The exchange will be subject to various constraints, such as the availability and suitability of faculty, students, and financial resources.

Section V.04 *Health Insurance*

All exchange participants must have adequate medical and hospitalization insurance coverage. This insurance coverage must conform to the regulations of the host country.

Section V.05 *Independent Contractor Status of the Institutions*

In the performance of this agreement, each institution shall be considered an independent contractor. Neither institution is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Section V.06 *Nondiscrimination policy*

Each institution will conform with equal opportunity and will not discriminate based on age, race, gender, color, religion, national origin, sexual orientation, or disability.

Article VI.

Section VI.01

Employees of either institution who participate in exchange activities will maintain their employment status with their home institution. Neither institution will be responsible for maintaining any employment privileges or benefits for the employees of the other institution.

Article VII.

Section VII.01

This agreement is valid for a period of 5 years, after which the institutions may mutually agree to extend the agreement. An evaluation will be performed at the end of the term, and any mutually agreed upon changes will be appropriately amended to the original agreement.

Article VIII.

Section VIII.01

Either institution may terminate the agreement at any time, with or without cause, on thirty (30) days prior written notice to the other institution. The agreement will cease to exist at the specified date. Student exchange programs that have already begun at the time of termination shall be carried out and supervised until their originally planned termination.

Article IX.

Section IX.01

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. EMU students who are German majors in the Department of World Languages who plan to transfer credit equivalencies for their German major must have attained the minimum level of B2, CEFR [Common European Framework of Reference], which is equivalent to Intermediate High-Advanced Low on the ACTFL scale [American Council on the Teaching of Foreign Languages].

Section IX.02

EMU students studying at JLU who are NOT German majors and plan to enroll in courses in English in other disciplines are required to take two basic German language courses:

- (a) Those studying for one semester must enroll additionally in the pre-semester Spring Course (Frühlingskurs) or Summer Course (Hochschulsummerkurs) respectively, for 4 ECTS/2 EMU credits and the Evening Course (Abendkurs) for 4 ECTS/2 EMU credits, which takes place during the semester.
- (b) Those choosing to study for two semesters at JLU must take the Summer Course (Sommerkurs) for 4 ECTS/2 EMU credits and the Evening Course (Abendkurs) for 4 ECTS/2 EMU credits, respectively.

Article X.

Section X.01

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 an assessment for each enrolled subject. EMU STUDENTS MUST TAKE exams for each course that they enroll to get credit at their home institution. EMU students who choose to register for a course Pass/No Pass must complete the exam(s) to get EMU credit, and the course grade will transfer as a "CR". Each host institution will assist the respective exchange students in designing a study program suited to their needs.

Article XI.

This agreement is validated by the responsible administrative officers of Eastern Michigan University and Justus University, who have signed below.

For EMU
Rhonda Longworth, Ph.D.
Provost and Executive Vice President
Academic and Student Affairs
James M. Smith, Ph.D.
President
Date: 09/13/2023

For JLU
Prof. Dr. Joybrato Mukherjee
President
Date: 09/29/2023