

**Mitteilungen der  
Justus-Liebig-Universität Gießen**Ausgabe vom  
**02.05.2018****5.43.02 Nr. 2**  
Austauschabkommen  
University of Wisconsin Whitewater, USA**AGREEMENT:  
RECIPROCAL STUDENT EXCHANGE AGREEMENT  
between  
UNIVERSITY OF WISCONSIN – WHITEWATER  
WHITEWATER, WI, USA  
and  
JUSTUS LIEBIG UNIVERSITY GIESSEN  
Faculty of Economics and Business Studies  
GIESSEN, GERMANY****Vom 23.04.2018***Bisherige Fassungen:*

	Präsidium	Verkündung
Austauschabkommen	23.04.2018	02.05.2018

**This AGREEMENT is made between:**

The **UNIVERSITY OF WISCONSIN-WHITEWATER**, a comprehensive degree-granting university founded in 1868 and located in Whitewater, Wisconsin (hereafter referred to as UWW), and

**JUSTUS LIEBIG UNIVERSITY GIESSEN**, a lawful corporation under public law and at the same time a state-owned organization, which was founded in 1607 and is dedicated to research and education (hereafter referred to as JLU). According to the "Hochschulgesetz" (§ 38 Section 1, clause 1, HHG) its representative is the president, Prof Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

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## **Purpose of AGREEMENT**

Both Parties agree to engage in a reciprocal student exchange program in accordance with the terms and conditions of this AGREEMENT for the mutual benefit of enhancing international education at their institutions.

The Parties agree that a reciprocal student exchange program forms the basis of an enhanced partnership promoting cooperation in areas in research and teaching, as well as the development of joint projects between JLU and UWW.

### **1. EXCHANGE STUDENT PLACEMENT NUMBERS & RECIPROCITY**

(1) UWW and JLU agree to operate this exchange with a target number of four (4) semester exchange placements each academic year. The number of exchange places available may be increased or decreased by mutual AGREEMENT to accommodate student interest, or with the aim of achieving balance in the exchange, as indicated in 1.5.

(2) Student exchanges will be on a one-to-one basis whenever possible and offered for a maximum of two semesters at the host university. It is understood that exchange students will continue as candidates for degrees at their home institution and will not be candidates for degrees at the host institution.

(3) Due to the difference in undergraduate and graduate tuition at UWW, the exchange balance will be calculated such that, at the undergraduate level, a one (1) semester exchange will count as one placement and a year-long exchange will count as two (2) placements. The exchange balance will be calculated such that, at the graduate level, a one semester exchange will count as a one and a half (1.5) placement and a year-long exchange will count as three (3) placements.

(4) Any summer or other short-term exchange opportunities will count into the exchange balance according to the number of credits offered in proportion to a full semester of study.

(5) While there may be an imbalance of students in any given year, balance should be achieved over a three-year period and by the end of the AGREEMENT.

(6) If there are more students interested in participating in the exchange program than there are places available in any given year, the host institution may agree, nonetheless, to accept additional students on an exchange basis. Alternatively, the host institution may agree to accept a given number of additional students as fee-paying "study abroad" students who pay the standard tuition and fees set for international students at the host institution.

### **2. STUDENT NOMINATION & ACCEPTANCE**

(1) Both Parties agree to participate fully in this exchange at the undergraduate Level.

(2) Both Parties agree to consider Graduate Student participation, but express permission from the host university must be obtained on a case-by-case basis to ensure graduate nominees are adequately prepared and appropriate coursework is available.

(3) The home institution will select and nominate its exchange students. Nominees must have completed at least one year of undergraduate study and be in good academic standing.

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(4) Nominees are expected to meet all admission requirements in place at the host institution, including English or German language proficiency requirements, and to provide all documents requested for admission purposes.

(5) The host institution has the final authority to accept or reject applicants based on the students' qualifications.

(6) Exchange students will be given full registered status at the host institution, and accorded all rights and privileges commensurate with this status.

(7) Exchange students will be given the opportunity to enroll in any host university classes for which they have the necessary pre-requisites, with the understanding that classes may not be available in a given semester or may not have space available.

### 3. FINANCIAL AGREEMENTS

(1) Outgoing exchange students will pay tuition and certain other mandatory fees to their home institution. The host institution will waive tuition and certain other mandatory fees, as specified below, for incoming exchange students.

1. JLU students at UWW will not pay "Tuition" (instructional fees) and "Segregated Fees" (mandatory, non-instructional fees billed to students along with tuition). Together, these costs are referred to as "Tuition and Segregated Fees."

a) UWW waives tuition and segregated fees for full-time enrollment (12 – 18 credits/semester for undergraduate students), or (9 – 12 credits/semester for graduate students). If JLU undergraduate students enroll for more than 18 credits/semester, or JLU graduate students enroll for more than 12 credits, they will be charged a per credit fee for each additional credit.

b) UWW charges all exchange students an Orientation Fee (\$200 USD at the time of writing) for the mandatory, pre-term international student orientation program.

c) JLU charges all exchange students a semester contribution (ca. € 250 at the time of writing; cf.: [http://www.unigiessen.de/org/admin/dez/b/5/studisek/semestercontributions?set\\_language=en](http://www.unigiessen.de/org/admin/dez/b/5/studisek/semestercontributions?set_language=en))

d) UWW requires all exchange students to enroll in the University of Wisconsin System-mandated health insurance plan that meets the standards required by the U.S. Exchange Visitor Program for the duration of their exchange period. The UWW Center for Global Education is responsible for enrolling exchange students in this plan and billing the students' UWW student accounts.

2. JLU waives tuition and academic and related fees for full-time enrollment for undergraduate and graduate students.

a) JLU requires all exchange students to carry sufficient health insurance in accordance with the regulations of Germany.

(2) All exchange students are responsible for the costs of their own travel, passport and visa, accommodations, meals, health insurance, medical expenses, books, supplies, and other living expenses.

(3) No financial transactions will occur between the Parties.

### 4. STUDENT SERVICES

(1) Both institutions agree to promote this exchange opportunity to their students and provide advice and assistance to incoming and outgoing exchange students on academic, personal, and logistical matters.

(2) The host institution will assist students in locating suitable on-campus accommodations for the duration of the exchange. If on-campus accommodations are unavailable, the host institution will provide assistance in locating off-campus housing.

(3) All exchange students will be subject to the rules and regulations of the host university.

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(4) Exchange students will be eligible for the services and rights normally provided to students at the host university, with the exception of financial aid.

(5) Both Partners will offer an orientation program to exchange students that reviews academic, health and safety, visa requirements, and social/intercultural information.

(6) Both Partners will provide exchange students with an identifiable contact who will be responsible for assisting students with pre-departure, enrollment, and logistical issues.

(7) At the completion of the exchange period, the host institution will send one official transcript of subjects and grades for each exchange student to the exchange coordinator of the sending institution. Host institutions will provide exchange students the opportunity to purchase additional official transcripts.

(8) Both Partners and their exchange students agree that the transfer and/or disclosure of some of the exchange students' personal information is necessary for the performance of this Agreement. Moreover, this transfer of information is in the interest of the exchange students so as to allow UWW and JLU to properly perform the services contemplated by this Agreement. Both Partners understand and agree that said transfer will be performed under the provisions of article 49 (1) (a) of the European Union's General Data Protection Regulation (GDPR), and more specifically to the United States of America, even if this country were not considered a safe harbor by the EU or local competent authorities.

## **5. DURATION AND TERMINATION**

(1) This AGREEMENT will operate from the date of last signature for a period of five (5) years and may be subject to modification or revision by mutual AGREEMENT.

(2) This AGREEMENT is automatically renewable on the same terms and conditions for a further five (5) years unless written notification is given by either party at least ninety (90) days prior to the termination date.

(3) Notwithstanding the above, either institution may terminate the AGREEMENT by giving a written notice of no less than six (6) months. The termination of the AGREEMENT should allow for any imbalance in student exchange to be rectified and for any participating students who have been accepted for exchange studies at either institution at the date of termination to complete their approved course of study.

(4) In order to realize and implement the AGREEMENT, two (2) identical copies of the AGREEMENT written in English shall be signed by both Parties. One copy of the signed AGREEMENT shall remain with each Party.

(5) The parties hereby agree that this Agreement is of mutual benefit and interest to the parties and is not intended to create legal liability through any judicial process. Therefore, if any dispute or claim arises from either party's action or omission under this Agreement, the parties agree to mutually resolve such dispute or claim through negotiations and discussions with the leadership/executive officers of the respective institutions.

## **6. NON-DISCRIMINATION**

(1) UWW complies with state and federal nondiscrimination laws, including Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972. This includes all parallel state laws and the prohibition on any form of retaliation. The following provisions shall apply to this AGREEMENT.

(2) These laws state that no UWW student may be denied access to services or admission to, participation in or the benefits of, or be discriminated against in any service, program, course or facility of UWW of its institutional partners such as JLU because of the student's race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status or parental status.

(3) Sexual harassment of students, which includes acts of sexual violence, is deemed a form of sex discrimination and is prohibited by Title IX. UWW is committed to maintaining a learning and working environment that is free of sexual violence, for students studying abroad.

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(4) Institutional partners must review and adhere to UWW's Sexual Misconduct Policy that covers all members of the University community and those who affect the University community such as vendors or visitors. The policy can be found at: <http://www.uww.edu/sexual-misconduct-information>

(5) As an institutional partner, JLU is required to immediately notify the UWW Dean of Students Office of any report, allegation or incident involving sexual misconduct, regardless of the location. To report a sexual misconduct incident to the UWW Dean of Students Office, complete the form found at the link below with as much information and detail as possible: [https://cm.maxient.com/reportingform.php?UnivofWisconsinWhite-water&layout\\_id=4](https://cm.maxient.com/reportingform.php?UnivofWisconsinWhite-water&layout_id=4)

## 7. INDEMNIFICATION

(1) Each party to this contract agrees to assume liability for the wrongful acts or omissions of its employees or agents while they are functioning within the scope of their employment or agency, and hold the other party harmless for such liability.

(2) Each party commits to cover its obligations under this Agreement in accordance with applicable laws of their state and nation.

(3) Neither UWW, its officers, employees nor agents are employees or agents of JLU; likewise, neither JLU, its officers, employees nor agents are employees or agents of UWW.

## 8. LIAISON OFFICERS & ADDRESSES

The following parties will serve as liaisons for this Reciprocal Student Exchange AGREEMENT:

### University of Wisconsin-Whitewater

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In witness whereof, the parties hereto have signed in recognition of our common interests and as a token of our goodwill and mutual esteem:

On behalf of:  
 UNIVERSITY OF WISCONSIN-WHITEWATER  
 Susan Elrod, Ph.D.  
 Provost & Executive Vice-Chancellor

On behalf of:  
 JUSTUS LIEBIG UNIVERSITY GIESSEN  
 Prof. Dr. Joybrato Mukherjee  
 President  
 23.04.2018