



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

30.07.2012

5.43.05 Nr.5

Exchange Agreement
Macquarie University

**EXCHANGE AGREEMENT
between
JUSTUS LIEBIG UNIVERSITY GIESSEN (JLU), GERMANY
Faculty of Language, Literature and Culture
and MACQUARIE UNIVERSITY**

Fassungsinformationen

1. Erneuerung unterschrieben am 13.07.2012, veröffentlicht am 30.07.2012.

Tabellarische Darstellung der Fassungsinformationen

	Präsident
Exchange Agreement	13.07.2012
Austauschabkommen	25.09.1999

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Macquarie University is a University providing higher education programs in Australia. (CRICOS Provider Number 00002J) Macquarie University, NSW, 2109, Australia

Justus Liebig University Giessen is 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. According to the "Hochschulgesetz" (§ 44 Section 1, clause 1, HHG) its representative is the president, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

In accordance with the request for the establishment of cooperation between the two universities, Justus Liebig University Giessen (Germany) and its Faculty of Language, Literature and Culture and Macquarie University agree to the following exchange agreement:

Contract conditions

Paragraph 1 Purpose

The aim of the 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 and Macquarie University. 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 cooperation between the partner institutions is planned in the following fields:

1. Exchange of teaching staff, researchers, students for the planning or implementation of research and teaching projects.
2. 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.
3. Exchange of scientific publications.
4. Deepening of scientific relations through joint symposia/summer-schools/ conferences/workshops.

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

Paragraph 3 Coordinator

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 in any matters pertaining to student discipline or in the case of an emergency.

Paragraph 4 Student Selection

Both universities agree to admit qualified students from the partner university to a course of studies. Exchange students from both institutions will be selected by the home institution and recommended to the host institution. The host institution retains the right to approve or reject the recommendation based on the students' qualifications in meeting the admission requirements at the host institution. Macquarie University's minimum GPA requirement for incoming students is 2.5 on a 4 scale. Macquarie's English language proficiency requirements can be found on the Macquarie International website:

<http://www.international.mq.edu.au/applications/apply/english>

Paragraph 5 Student Exchange

- a) The number of exchange students from each institution will be determined each year by mutual agreement between Macquarie University and Justus Liebig University. The number may vary from year to year. Exchange students may study at the host institution for either a semester or a full academic year.
- b) 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. Both parties agree upon the exchange of information about courses of study and study projects.
- c) 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. Expenses for transport, residence (board and lodging), as well as health insurance in accordance with the regulations of the host country, shall be carried by the respective students. During the stay in the host country the students are obliged to have sufficient health insurance coverage and where incoming to Macquarie University, register for OSHC as required by the Australian Government
- d) No financial transaction will occur between partner universities.

Justus Liebig University and Macquarie University will guarantee accommodation if a student's application is received prior to application deadline.

Paragraph 6 Exchange of teaching staff

- a) Both parties agree upon the exchange of academic staff, covering the following fields: Curriculum development, mutual counselling, and mutual research projects.
- b) If the participating institutions agree upon a regular exchange of staff for language classes and if Justus Liebig University appoints staff to this end, the period of such employment, in the interest of a lively partnership, shall not exceed two years. Macquarie University may recommend suitable staff for such employment.

Paragraph 7 Liability

It shall be laid down that none of the parties of the contract enter into liability for possible loss or restrictions that arise unintentionally or by force majeure, especially because of the cancellation of working hours in administration and academic teaching.

Each Party is liable for and irrevocably and unconditionally indemnifies the other against all liability, loss, penalties, payments, costs (including legal costs on a full indemnity basis), charges and expenses directly or indirectly arising from or incurred in connection with damage to or loss of any property or the death of or injury to any person caused or contributed to by the unlawful act, omission, negligence or default of the Party except to the extent that it is caused or contributed to by the unlawful act, omission, negligence or default of the other Party.

Paragraph 8 Liability

Justus Liebig University Giessen has been made aware that Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which Macquarie University and its agents and representatives have to comply. These are known as the Education Services for Overseas Students Act 2000 (ESOS Act) requirements and include obligations under the National Code which is made under and forms part of the ESOS Act (www.dest.gov.au/esos).

In assisting Macquarie University to comply with the requirements of the ESOS Act and the National Code, Justus Liebig University Giessen, in any internal publications which refers to student exchange with Macquarie University, shall refer students to the Macquarie University website (www.mq.edu.au) for further information and will identify 'Macquarie University' as the provider of the student exchange program and include Macquarie University's CRICOS provider code 00002J in all written material which refers to student exchange with

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Macquarie University, including material in electronic form, concerning the student exchange program. Such materials will generally be provided by Macquarie University.

Paragraph 9 Changes and validity

- a) This agreement may be altered by mutual agreement in writing.
- b) This Agreement will remain in force for three (3) years from the date of its signing and may be renewed by mutual agreement after an evaluation. It may also be declared invalid by any of the parties, by means of notice in writing with the minimum period of sixty (60) days. Student exchange programs that have already begun at the time of termination shall be carried out and supervised until the originally planned termination.
- c) In order to realize and implement the agreement, 2 identical copies of the contract in English shall be signed by the partners. One copy shall remain with each partner.

This exchange agreement is an expression of goodwill on both sides. Problems that might arise due to interpretation, fulfilment or further development of the agreement, shall be solved by mutual agreement.

Sydney, 25.06.2012
For Macquarie University
Prof. Judyth Sachs
Deputy Vice Chancellor and Provost

Giessen, 13.07.2012
For Justus Liebig University Giessen
Prof. Dr. Joybrato Mukherjee
President