

**Mitteilungen der
Justus-Liebig-Universität Gießen****15.01.2014****5.43.05 Nr. 8**
Austauschabkommen**EXCHANGE-AGREEMENT
BETWEEN THE
JUSTUS LIEBIG UNIVERSITY
GIESSEN (JLU), GERMANY,
Faculty of Languages, Literature and Culture
AND THE
UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO (UFES), BRAZIL**

Justus Liebig University Giessen is a lawful corporation under public law and at the same time a state institution, 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 University President, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

Universidade Federal do Espírito Santo is a public educational authority submitted to special legislation, which holds the identification number CNPJ-MF 32.479.123/0001-43. It is herein represented by its Dean, Reinaldo Centoducatte, nominated by the President of the Republic in the Brazilian Official Gazette of February, 15th, 2012. Its seat is Av. Fernando Ferrari, n.º 514, Campus Universitário Alar Queiroz de Araújo, Goiabeiras, Vitória/ES, CEP 29.075-910, Brazil.

The President of JLU Giessen, Prof. Dr. Joybrato Mukherjee, and the Rector of the Universidade Federal do Espírito Santo, Prof. Dr. Reinaldo Centoducatte hereby agree on the terms of this document:

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 the Justus Liebig University Giessen and Universidade Federal do Espírito Santo. The agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields.

CLAUSE 1 – Activity

JLU Giessen and the Universidade Federal do Espírito Santo agree to promote cooperation between the two institutions in fields of mutual interest as follows:

- exchange of faculty and research staff members;
- execution of joint research projects;
- promotion of scientific and cultural events;
- exchange of information and academic publications;
- exchange of students.

In each of the above mentioned activities, both institutions shall agree on a detailed program outlining the conditions of joint activity.

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CLAUSE 2 – Funding

Each institution shall seek external financial resources in order to implement programs of cooperation.

A program to be implemented under Clause 1 will not come into effect unless funds have been provided for it.

CLAUSE 3 – Coordinator

The coordinators designated to ensure and facilitate the implementation of the measures of this agreement are:

For UFES: Prof. Dr. Erineu Foerste, erineufoerste@yahoo.com.br, tel. +55 27 4009-2547.

For University Giessen: Prof. Dr. Joachim Born, joa-born@t-online.de, tel. +49 641 99-31140, fax +49 641 99-31149.

Each Coordinator or his 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.

CLAUSE 4 – Student Exchange

a) 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.

b) The number of exchange students from each institution will be determined each year by mutual agreement between Universidade Federal do Espírito Santo 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.

c) 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.

d) 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. No financial transaction will occur between partner universities.

e) Each University will (make every reasonable effort to) ensure that university – approved housing accommodations are made available to the other's students.

CLAUSE 5 – Exchange of researchers and teaching staff

a) Both parties agree upon the exchange of academic staff, covering the following fields: Curriculum development, mutual counseling, 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. The Universidade Federal do Espírito Santo may recommend suitable staff for such employment.

Researchers and students participating in the programs under the terms of this agreement shall obtain appropriate international health insurance covering medical expenses and repatriation costs during their stay abroad.

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CLAUSE 6 – 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.

CLAUSE 7 – Changes and validity

This agreement shall come into effect as of the day of its ratification by the representatives of both universities and is valid for 5 (five) 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.

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.

In order to realize and implement the agreement, two identical copies of the contract shall be signed by the partner in English and in Portuguese. The wording of both versions is equally binding. One copy of each translation shall remain with each partner.

Prof. Dr. Reinaldo Centoducatte
 Reitor
 Universidade Federal do Espírito Santo
 Prof. Dr. Erineu Foerste
 Coordenador
 Prof.^a Dr.^a Jane Méri Santos
 Secretária de Relações Internacionais

Giessen, 19.07.2013
 Prof. Dr. Joybrato Mukherjee
 President
 Justus Liebig University Giessen
 Prof. Dr. Joachim Born
 Coordinator