

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

Ausgabe vom
03.06.2024

5.43.09 Nr. 4

Austauschabkommen University of Newcastle upon Tyne, UK

**STUDENT EXCHANGE PROGRAMME
between
University of Newcastle upon Tyne (UK)
and
Justus Liebig University Giessen (Germany)**

Version information:

| | President | Promulgation |
|-------------------|------------|--------------|
| Austauschabkommen | 15.02.2023 | 03.06.2024 |

| PARTIES | |
|---|--|
| The University of Newcastle upon Tyne ("Newcastle") | Kings Gate Newcastle upon Tyne NE1 7RU United Kingdom |
| Justus-Liebig-Universität Giessen ("JLU Giessen") | Ludwigstrasse 23 35390 Giessen Germany |

Each an "Institution" and together the "Institutions".

| | |
|-----------------------|--------------------|
| EFFECTIVE DATE | 1 June 2023 |
| TERM | 5 years |

Contents

| | |
|--|---|
| 1. Eligibility | 2 |
| 2. Definitions | 2 |
| 3. Number of Exchange Students and Length of Exchange | 2 |
| 4. Application, Registration and Academic Requirements | 2 |
| 5. Responsibilities of Host and Home Universities | 3 |
| 6. Exchange of Teaching Staff | 3 |
| 7. Exchange Programme Co-ordinators | 4 |
| 8. Data Protection | 4 |

| | |
|--|---|
| 9. Renewal, Termination and Amendment..... | 4 |
| 10. Liability | 5 |
| 11. Anti-Corruption Provision..... | 5 |
| 12. General..... | 5 |

TERMS OF AGREEMENT

1. Eligibility

1.1 Students are eligible to take modules in the following programmes or faculties at each Institution:

Newcastle: Agriculture, Food and Rural Development (AFRD), Chemistry

JLU Giessen: Agriculture, Nutritional Sciences, Environmental Management, Chemistry, Biology

2. Definitions

In this Agreement, unless the context will otherwise imply:

"Controller", "Processor", "Personal Data" **shall have the meaning given to those terms in GDPR;**

2.1 "Exchange" shall mean a one-for-one exchange of students from each Institution;

2.2 "Exchange Student" shall mean a Home Institution student studying at the Host Institution under the terms of the Exchange Programme;

2.3 "GDPR" means the General Data Protection Regulation;

2.4 "Home Institution" shall mean the Institution at which an Exchange Student is originally registered for study and from which they intend to graduate;

2.5 "Host Institution" shall mean the Institution which has agreed to receive the Exchange Student from the Home Institution;

3. Number of Exchange Students and Length of Exchange

3.1 Subject to the terms of the Agreement, beginning with the 2023/2024 academic year, each Institution will send up to 2 FTE (AFRD) and 2 FTE (Chemistry) Exchange Students to the other Institution each year;

3.2 Each Exchange Student may each spend either a single academic year (1 FTE) or a single academic semester (0.5 FTE) with the Host Institution;

3.3 Both Institutions undertake to balance the numbers of Exchange Students and length of Exchanges over the period of this Agreement and on a year by year basis wherever possible.

4. Application, Registration and Academic Requirements

4.1 Each prospective Exchange Student may apply to study at the Host Institution for up to one academic year. A link to each institution's website with information on the academic year is available in Appendix 1A.

- 4.2 Selection of prospective Exchange Students will be made by the Home Institution. Each Institution will screen their applicants to ensure they meet the eligibility requirements advised by the Host Institution, including academic and language requirements outlined in Appendix 1B.
- 4.3 The Host Institution reserves the right to refuse admission of prospective Exchange Students to study on the Exchange Programme.
- 4.4 All candidates must be in possession of an appropriate visa to study in the Host Country before they can register as an Exchange Student with the Host Institution.

5. Responsibilities of Host and Home Universities

- 5.1 The obligations of the Institutions under this Agreement are limited to Exchange Students only and do not extend to spouses and/or dependents.
- 5.2 The Host Institution will:
- 5.2.1 Deliver an appropriate academic programme for incoming Exchange Students;
 - 5.2.2 Accept the agreed number of admissible Exchange Students and enrol them as full-time, non-award students for up to one academic year;
 - 5.2.3 Waive all tuition fees for incoming Exchange Students and advise the Home Institution of any other fees which will be payable by Exchange Students;
 - 5.2.4 Provide advice to Exchange Students on accommodation options and procedures;
 - 5.2.5 Provide appropriate academic counselling and pastoral care to Exchange Students including an orientation programme on arrival and access to full student welfare and support services in the Host Institution;
 - 5.2.6 At the end of the Exchange, send to the Home Institution an official academic transcript for each Exchange Student.
- 5.3 The Home Institution will:
- 5.3.1 promote the Exchange Programme among prospective Exchange Students;
 - 5.3.2 provide information and assistance to prospective Exchange Students about the Host Institution's application process and requirements, and ensure that prospective Exchange Students are aware of their responsibilities as outlined in Appendix 2; and
 - 5.3.3 provide Exchange Students with advice on passport and visa applications to enable them to study in the country of the Host Institution.

6. Exchange of Teaching Staff

- 6.1 Both parties agree upon the exchange of academic staff, covering the following fields: Curriculum development, mutual counseling, mutual research projects.
- 6.2 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. XY University may recommend suitable staff for such employment."

7. Exchange Programme Co-ordinators

- 7.1 Newcastle shall appoint an administrative Exchange Programme Co-ordinator and an academic Exchange Programme Co-ordinator, who will be responsible for the development and conduct of the Exchange Programme. JLU Giessen shall appoint a faculty member as academic 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. Any changes to those appointments by one Institution shall be promptly advised to the other. Exchange Programme Co-ordinators details are set out in Appendix 3.

8. Data Protection

- 8.1 The Institutions recognise that certain Personal Data of Exchange Students will be transferred between them in order to administer the Programme. All such data transferred from one Institution to the other shall be the "Shared Personal Data", and shall comprise:

Personal Data to be shared: name, email address, date of birth, academic transcripts;

Special Category Data to be shared: health or disability information where necessary for the safe operation of the programme or to make required reasonable adjustments.

- 8.2 Each Institution:

8.1.1 shall be a Data Controller and is separately responsible for compliance with all data protection legislation and regulations which apply to them; and

8.1.2 shall co-operate fully with the other's reasonable requests for assistance with compliance with relevant privacy and data protection legislation.

9. Renewal, Termination and Amendment

- 9.2 This Agreement may be renewed by mutual written agreement between the Institutions. The Institutions shall discuss potential renewal of the Agreement no less than six (6) months before it expires.
- 9.3 The operation of this Agreement will be reviewed on an annual basis, usually in the September of each year.
- 9.4 The Agreement may be amended or extended by mutual consent in writing by the Institutions.
- 9.5 The Agreement may be terminated by either Institution by giving at least six (6) months' notice to the other Institution in writing.
- 9.6 Either Institution may terminate this Agreement:
- 9.6.1 if the other Institution is in breach of the terms of this Agreement and, if the breach is capable of remedy, fails to remedy that breach within fourteen days after being notified in writing to do so; or
- 9.6.2 if the other Institution engages in any conduct reasonably considered to be prejudicial to the reputation of the first Institution; or

- 9.6.3 in the event that its continuance is not consistent with any applicable regulation with which the terminating Institution must comply.
- 9.7 On expiry or termination of this Agreement for any reason the following clauses shall continue in force: Clause 8 (Renewal, Termination and Amendment), Clause 10 (Anti-Corruption Provision) and Clause 11 (General).
- 9.8 If this Agreement is amended or terminated in accordance with this Clause 8, both Institutions will continue to perform their respective obligations under this Agreement in respect of to any Exchange Students who, at the date of amendment or termination, are actively participating in the Exchange Programme, up to the conclusion of the Exchange period in progress at the date of termination.

10. 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.

11. Anti-Corruption Provision

11.1 Each Institution represents, warrants and covenants to the other that it shall:

- 11.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption;
- 11.1.2 inform the other Institution immediately in writing if at any time it becomes aware of any breach of compliance; and
- 11.1.3 promptly take steps as necessary and/or requested by the other Institution to ensure minimum adverse effect on this Agreement.

12. General

- 12.1 This Agreement may be executed in counterparts, which taken together will constitute one document.
- 12.2 Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Institutions, or the relationship of principal and agent. Neither Institution has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 12.3 This Agreement constitutes the entire understanding between the Institutions relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior agreements, representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Institution.
- 12.4 A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

- 12.5 Neither Institution shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.6 The Institutions agree that they will seek to resolve any dispute arising under or in any way connected with the subject matter of this Agreement by mutual consultation and non-litigious means.
- 12.7 The courts of Germany shall have non-exclusive jurisdiction to hear proceedings relating to any dispute or claim (including on-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation
- 12.8 The Agreement shall be governed by the law of Germany.

Signed on behalf of University of Newcastle upon Tyne
Professor Tom Ward
Pro-Vice Chancellor, Education

Signed on behalf of Justus Liebig University Giessen
Prof. Dr. Joybrato Mukherjee
President
Giessen, 15.02.2023