

Der Präsident

Mitteilungen der Justus-Liebig-Universität Gießen

03.07.2012

5.42.00 Nr. 4

Specific Agreement of Cooperation Universidad de Costa Rica

SPECIFIC AGREEMENT OF COOPERATION FOR STUDENT AND FACULTY EXCHANGE BETWEEN UNIVERSIDAD DE COSTA RICA AND JUSTUS LIEBIG UNIVERSITY GIESSEN

Fassungsinformationen

Originalfassung unterschrieben am 20.04.2012, veröffentlicht am 03.07.2012.

Tabellarische Darstellung der Fassungsinformationen

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The University of Costa Rica, San Jose, Costa Rica, represented by its Rector, Dr. Yamileth González-García, henceforth designated "UCR", and Justus Liebig University Giessen, represented by its President, Prof. Dr. Joybrato Mukherjee, henceforth designed "JLU", mutually assert their legal authorities to enter into this Specific Agreement, whose purpose is to foster mutual understanding to strengthen cultural ties and to provide opportunities to expand the experiences and horizons of the participating students.

The coordinator of this exchange at UCR is the Head of the Office of International Affairs and External Cooperation. To ensure and facilitate the implementation of the measures of this agreement, JLU Giessen shall appoint a faculty member from the department or college participating in the exchange program to serve as its Faculty Exchange Coordinator.

ARTICLE I. The Purpose of this Specific Agreement

The purpose of this Specific Agreement is to state the terms of collaboration that involves student and faculty exchange between the Schools of Philology, Linguistics and Literature and Economics of the University of Costa Rica and the Study programme Modern Languages, Cultures and Business Studies of JLU.

ARTICLE II. Regular Student Exchange:

- A. This program will operate with a student exchange ratio of one (1) to two (2). That is, for every one (1) UCR student sent on exchange to JLU, two (2) JLU students will be sent on exchange to UCR.
- B. The number of participating students from JLU attending UCR shall not exceed a total of four (4) in any one academic year or two (2) per academic cycle. The number of participating students from UCR attending JLU cannot exceed a total of two (2) students within one academic year or one (1) student per semester.
- C. In return for UCR accommodating an asymmetrical exchange ratio (i.e., one [1] UCR: two [2] JLU), various means of compensation will be discussed on a case by case basis and that are sufficient to compensate for the asymmetric terms of the exchange. JLU will provide partial financial support to UCR exchange students. The maximum amount of scholarship funding from JLU may not exceed 2.500€ (Euros) per calendar year. UCR will then select the student who will receive the agreed upon scholarship or the financial support. JLU will dispense the funds according to its guidelines.
- D. Students will be admitted into regular undergraduate programs at UCR and at JLU as described on article II.G. These students will be selected by the Offices that coordinate this Agreement.
- E. In order to apply for one semester, exchange students must have completed at least two years of study at the home institution and have good academic standing. If they want to extend their stay for another semester, they must also have a good academic standing during the first semester. Both institutions consider that good academic standing is reflected by a GPA higher or equal to 8.0 (0 to 10 scale) at UCR, and higher or equal to 10 (0 to 15 scale) at JLU.
- F. In the case of UCR, the academic year consists of two semesters: the first takes place from March to July and the second from August to December. In the case of JLU, the academic year consists of two semesters: the first takes place from October to February and the second from April to July. Before each semester in March and September, JLU offers three to four week introductory and language courses in for international students.
- G. Students from JLU should be enrolled in their third or fourth year of studies in the Modern Languages, Cultures and Business Studies program. UCR students visiting JLU should be in their third or fourth year of studies in one of the following schools: School of Modern Languages, School of Philology, Linguistics and Literature or Economics.
- H. Both institutions will provide these students with a student card, academic advice, access to the host university facilities and student activities, assistance in obtaining visas, and assistance in finding suitable accommodation. UCR will assist JLU students in finding host families in Costa Rica and JLU will ensure UCR students accommodation in the student dorms, provided the applications arrive in due time, 15th July for the winter semester beginning in October and January 15th for the summer semester beginning in April.
- H.1) UCR exchange students must present to JLU the required paperwork before July 15th so that their applications to JLU can be processed for admission with sufficient time before the start of the second semester

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in October. Similarly, UCR students must present the required paperwork before January 15th for admission in the first semester that starts in April.

- H.2) JLU exchange students must send to the Office of International Affairs and External Cooperation of the UCR a transcript and a "curriculum vitae" before October 31st for admissions in the 1st semester starting in March of the following year. For admissions in the 2nd semester that starts in August, documents must be sent in before April 30th. JLU students must be present and on campus during UCR's registration period which takes place three weeks before the start of the semester.
- I. Exchange students shall be responsible for obtaining adequate medical/health insurance coverage to the satisfaction of the host institution, including repatriation and medical evacuation.
- J. Students will pay normal tuition and mandatory student fees to their home university for the period of the exchange. Each host institution agrees to exempt the visiting exchange students from the partner institution from tuition and mandatory fees payment (other than insurance and miscellaneous/associated fees that will be identified at the time of application), per semester, during the term of this Agreement. Exchange students may be subject to other related fees, including but not limited to on-campus accident insurance and student services fees. JLU will reimburse UCR exchange students the Student Organization fees (the so called "Semesterbeitrag").
- K. Nonetheless, both institutions reserve the right to charge tuition or other fees corresponding to courses from other programs, such as extension courses, pre-semester introductory courses and the Spanish as a Foreign Language courses offered at the UCR.
- L. Exchange students will be responsible for other expenses caused during their stay at the host institution, including international and local transportation, food and lodging.
- M. Exchange participants hosted by each institution will be admitted as visiting, non-degree seeking students and must satisfy all admission requirements established by the host University for the Courses the student wishes to register in. It is also understood that certain courses at the host university may have prerequisite entrance requirements or limited enrollment.
- N. Students participating in the exchange shall abide by the immigration regulations of the country of the host university. They also shall be subject to the rules and regulations of the host institution. Any contraventions may result in the termination of the exchange student's visiting status at the host university. They will also have the rights and privileges enjoyed by other students at the host institution that apply to their condition.
- O. Each institution shall designate an individual to act as liaison officer to facilitate student exchanges under the terms of this Agreement. In the case of JLU this function is responsibility of the faculty exchange coordinator in collaborations with JLU's international office. In the case of UCR, this function will be responsibility of the Head of the Office of International Affairs and External Cooperation.
- P. Transcripts of results will be provided to the home institution upon completion of the exchange.

ARTICLE III. Visiting Faculty Program:

- A. Each year during the term of this Agreement, each institution may send 2 (two) visiting faculty members to the other institution for a maximum of 2 (two) weeks.
- B. The duration of the visit shall be determined on a case-to-case basis and after mutual agreement. The host institution, within its capacity, will provide work space, access to the library and other facilities and will assist the staff member in finding accommodation. Both universities may opt to find external funding to cover for the expenses of visiting faculty members and researchers.
- C. Visiting faculty members shall teach, lecture, perform research and/or advise students at the host institution, as determined by mutual agreement of the institutions on a case-by-case-basis. Visiting faculty must have a sufficient command of the language of instruction, if they are invited to teach.
- D. Visiting faculty members shall abide by the immigration regulations of the country of the host university and will be subject to the rules and regulations of the host institution. Contravention may result in the termination of the faculty member's visiting status at the host university.
- E. Each visiting faculty member will be responsible for obtaining an appropriate visa, if necessary.

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- F. Each visiting faculty member shall be responsible for obtaining adequate medical/health insurance coverage to the satisfaction of the host institution, including repatriation.
- G. Any other detail regarding the faculty member's visit will be determined by mutual agreement of the institutions on a case-by-case basis.

ARTICLE IV. Settlement of Differences, Statement of Legal Principles and Indemnities

- A. The differing viewpoints and interpretations of this Specific Agreement shall be settled amicably by mutual consultation.
- B. Monetary consideration exchanged between the two institutions will be limited to that provided for in this agreement. There shall be no reimbursements for expenses, or sharing of fees or revenues arising from the linkage, except as provided for herein, or in future agreements stating the terms of Special Study Programs.
- C. The parties' warrant and represent that they have adequate liability insurance; such protection applies to officers, employees, and authorized individuals that have a formal link with the university while acting within the scope of their employment and the university campus.
- D. Nothing in this agreement shall be construed to create a legal right in any participant or other third party to enforce its terms or to subject either party to liability for any failure to comply with its terms.

ARTICLE V. Administration of this Specific Agreement

Administration of this specific agreement shall be the responsibility of the Director of International Office at JLU and the Director of the Office of International Affairs and External Cooperation at UCR. All notices shall be in writing and shall be directed to these individuals as follows:

For JLU: International Office/ Akademisches Auslandsamt

Justus Liebig University Giessen

Goethestr. 58

35390 Giessen

Ph: + (49) 641 99 12130

Fax: + (49) 641 99 12138

E-mail: internationales@admin.uni-giessen.de

For UCR-SO: Dirección, Oficina de Asuntos Internacionales y Cooperación Externa

Universidad de Costa Rica

Ciudad Universitaria Rodrigo Facio

San Pedro de Montes de Oca, San José, Costa Rica

Ph: + (506) 2511-5080

Fax: + (506) 2225-5822

E-mail: oaice@ucr.ac.cr

ARTICLE VI. Term and Termination

This specific agreement will go into effect on the date of the last signature and will be in effect for a period of five (5) years. The agreement can be renewed for additional periods by mutual written consent of the legal parties to the agreement at least six (6) months prior to its date of expiration.

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Both parties reserve the right to terminate this agreement upon written notice given one (1) month prior to the termination date becoming effective. In that case, it is understood that all activities already commenced will continue in effect until they were previously planned, unless for those that are reason of the termination.

This Specific Agreement is written in English and Spanish in eight (8) copies, four (4) in English and four (4) in Spanish; all are authentic. As witness to their consent to this Specific Agreement, the appropriate authorities here unto provide their signatures.

For the Justus Liebig University 20.04.2012, Prof. Dr. Joybrato Mukherjee (President)

For the Universidad de Costa Rica 16.05.2012, Dr. Yamileth González García (Rector)