

**Mitteilungen der  
Justus-Liebig-Universität Gießen**Ausgabe vom  
**24.01.2019****5.43.05 Nr. 3**

Austauschabkommen University of La Serena, Chile

**Exchange Agreement  
between  
Justus Liebig University Giessen (JLU), Germany  
Faculty Language, Literature, Culture  
and  
University of La Serena  
Faculty of Humanities**

The University of La Serena is an autonomous corporation under public law, with a legal status and a proper patrimony, dedicated to education and to the superior cultivation of arts and sciences. Its representative is its president Dr. Nibaldo Avilés Pizarro, as recorded in decree N°418 of October 17th of 2014 of the Chilean Ministry of Education. Its seat is Benavente N°980, La Serena, Chile.

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" (§ 38 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 Language, Literature, Culture and Universidad de La Serena and its Faculty of Humanities agree to the following exchange agreement:

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## **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 Universidad de La Serena. 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 and/or 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. 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.

### **Paragraph 5 – Student Exchange**

(1) The number of exchange students from each institution will be determined each year by mutual agreement between Universidad de La Serena 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.

(2) 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.

(3) 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.

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

### **Paragraph 6 – Exchange of teaching staff**

(1) Both parties agree upon the exchange of academic staff, covering the following fields: Curriculum development, mutual counseling, mutual research projects.

(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. Universidad de La Serena may recommend suitable staff for such employment, this recommendation will be given by the dean of the Faculty of Humanities.

### **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.

### **Paragraph 8 – Legal personality**

The legal personality of Dr. Nivaldo Avilés Pizarro, to represent the Universidad de La Serena, recorded in the Supreme Decree Decreto N°418, dated October 17th, 2014, the Ministry of Education.

The legal personality of Prof. Dr. Joybrato Mukherjee, to represent the Justus-Liebig-Universität Gießen, recorded in the Certificate of a Higher Education Institution dated June 14th, 2017, and in the Certificate issued on December 7th, 2017, by the Department B Legal Consultancy, Central Tasks, Security and Student Affairs of the Justus-Liebig Universität Gießen.

### **Paragraph 9 – Changes and validity**

(1) his agreement may be altered by mutual agreement in writing.

(2) 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.

(3) Student exchange programs that have already begun at the time of termination shall be carried out and supervised until the originally planned termination.

(4) In order to realize and implement the agreement, two identical copies of the contract shall be signed by the partners. One copy of each translation shall remain with each partner.

(5) 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.

La Serena  
For Universidad de La Serena  
Dr. Nivaldo Aviles Pizarro  
Rector

Giessen, 05.02.2018  
For Justus-Liebig-Universität Gießen  
Prof. Dr. Joybrato Mukherjee  
President