

JUSTUS-LIEBIG-



UNIVERSITÄT
GIESSEN

Der Präsident

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

05.03.2015

5.43.01 Nr. 2

Austauschabkommen Rio de Janeiro, Brasil

**EXCHANGE AGREEMENT
BETWEEN
THE UNIVERSIDADE DO ESTADO DO RIO DE JANEIRO, BRAZIL
AND
Justus Liebig University Giessen (JLU)**

Fassungsinformationen

Austauschabkommen: unterzeichnet vom Präsidenten am 15.12.2014

Tabellarische Darstellung der Fassungsinformationen

	<i>Präsident</i>
<i>Austauschabkommen</i>	15.12.2014

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The **Universidade do Estado do Rio de Janeiro**, located at São Francisco Xavier Street, #524, city of Rio de Janeiro, hereafter referred to as **UERJ**, represented by its Honorable President, Professor Ricardo Vieiralves de Castro and **Justus Liebig University Giessen**, a lawful corporation under public law and at the same time a German state institution, hereafter referred to as **JLU**, located at Ludwigstrasse 23, 35390 Giessen, represented by its President, Professor Dr. Joybrato Mukherjee agree on the this Exchange Agreement to regulate the activities intended to establish closer academic cooperation between the parties, delineated in the scope of the agreements between the governments of Brazil and Germany, in accordance with the following clauses:

Clause 1 Activities

The activities to be developed within the scope of the present Exchange Agreement will consist of joint actions involving:

- I – institutional exchange between the teaching staff and students at the undergraduate and postgraduate levels;
- II – development of teaching and/or research activities related to the academic areas of **UERJ** and of **JLU**;
- III – organization of symposia, conferences and short-duration courses in research areas;
- IV – promotion of technical, scientific and cultural activities open to the public at large;
- V – provision of opportunities for training teachers and researchers by creating high-level specialized courses;
- VI – provision of training and refresher courses, as well as fostering the opening of inter-institutional lines of research associated with local postgraduate programs;
- VII – promotion of joint publications;
- VIII – exchange of information pertaining to the teaching and research at each institution.

Clause 2 Commitments

No financial obligation shall arise from the present Agreement. Both parties shall undertake to apply to national and international support programs for funding of student exchanges.

Clause 3 Implementation

Both Universities declare themselves ready and willing to admit qualified undergraduate and postgraduate students of the partner institution to courses of study.

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.

1. The number of exchange students from each institution shall be determined in an annual plan of action. The fulfilment of this plan of action shall depend on the respective financial situation of each party and on other conditions. Ease of access to existing facilities and services within each institution shall be guaranteed within the framework of this Agreement.

2. Concerning the admission of graduate students to the respective graduate centers, the directors, managing directors and coordinators of both graduate centers will make decisions according to their respective admission procedures. 3. 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. UERJ may recommend suitable staff for such employment. The receiving institution shall be responsible for selection and staffing.

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Clause 4

Exchange Conditions

1. 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. Administrative fees, expenses for transport, residence (board and lodging), as well as health insurance and other costs 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.
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.
3. Both parties agree that the number of participating teachers and researchers must be in accordance with the needs and capacities of the host university. Acceptance of visiting teachers and researchers shall depend on concrete proof of available financial means (e.g., grants and stipends), and the period of guest residence shall be limited.
4. It is responsibility of the students, the technical and administrative staff, the professors and the researchers, involved in exchange activities; obtain health insurance, valid for the period of their activities.
5. The financial requirements of the respective host university (for example enrolment fees, consolidated fee for the use of university facilities) are to be respected and met by the visiting student.
6. In order to cover the costs arising from the period of residence of visiting scholars and researchers, both universities shall make use of third-party funding. Both universities shall do all they can to obtain the financing necessary for the fulfilment of the partnership.

Cláusula 5

Academic Products

When the activities arising from performance of the present instrument result in products, processes or the like, improvements or innovations that are eligible for privilege, according to the legislation that regulates one or both parties, they shall establish in a separate instrument the conditions that will regulate the property rights the parties will apply for in the legally stipulated form, to be shared jointly in proportion to the contribution of each in the achievement.

Clause 6

Executors

To ensure and facilitate the implementation of the measures of this agreement, each institution shall appoint an Exchange Coordinator. The Exchange Coordinator shall prepare an annual work plan, evaluate the latter upon its completion and, in accordance with University regulations, and report to the faculty deans on the progress of cooperation.

Clause 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.

Clause 8

Duration

This Agreement shall come into effect as of the day of its ratification by the representatives of both universities. This agreement may be altered by mutual agreement in writing.

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Clause 9

Cancellation

This Agreement will remain effective until one of the signatory institutions withdraws its validity at least six months before the date of termination. In no case this termination affects the ongoing activities before the effective date of termination.

Sole Paragraph: This instrument will be automatically extinguished if any circumstances foreseen in legislations ruling either one or both parties prevent the observance of its validity.

Cláusula 10

Controversy, Omission or Dispute

If any controversy, omission or disputes arise from or in connection with the execution of this agreement, the Parties agreed to use their best efforts towards solving such dispute amicably.

Clause 11

Auditing

The present Agreement will be filed at UERJ, at the disposal of inspection teams from the State Audit Court of Rio de Janeiro, as determined by Article 1, §2, of Deliberation #191, of July 11th, 1995.

Clause 12

Ratification

UERJ shall provide a short publication of the instrument in the *Diário Oficial do Estado do Rio de Janeiro* [Official Gazette of the State of Rio de Janeiro] until the 5th (fifth) business day of the month following its signature, to occur within twenty days of that date, whatever its value, albeit without charge, under the Brazilian law.

Clause 13

Jurisdiction

This cooperation instrument shall be submitted to the approval of the Board of Trustees of UERJ, under the terms of Article 3, subparagraph VI, of Provision #3, of July 24th, 1992.

All terms having been agreed upon, the representatives of the parties signed the present instrument, with 2 (two) copies of the same document to ensure legal effect.

Date 15.12.2014
President of Justus Liebig University Giessen:
Professor Dr. Joybrato Mukherjee

Data
Reitor da UERJ:
Professor Ricardo Vieirals de Castro