Der Präsident

Mitteilungen der Justus-Liebig-Universität Gießen

13.01.2015	5.42.00 Nr. 10
	Kooperationsabkommen mit der Universität Bergamo

FRAMEWORK AGREEMENT FOR CULTURAL AND SCIENTIFIC COOPERATION between **UNIVERSITÀ DEGLI STUDI DI BERGAMO** (Bergamo, Italy) and **JUSTUS LIEBIG UNIVERSITY GIESSEN** International Graduate Centre for the Study of Culture (GCSC) (Giessen, Germany)

Framework Agreement

Gießen 16.07.2014

Bergamo 18.08.2014

Università degli Studi di Bergamo (henceforth the University of Bergamo) C.F. 80004350163, based in Bergamo, Via Salvecchio 19, represented by its pro tempore Chancellor, Prof. Dr. Stefano Paleari

And

Justus Liebig University Giessen, Ludwigstr. 23, 35390 Giessen, represented by its President, Prof. Dr. Joybrato Mukherjee

Considered that:

in compliance with their respective regulations the Justus Liebig University Giessen and the University of Bergamo on a basis of mutual equality and trust wish to develop close long-term relations and pursue initiatives of common interest at Doctoral level, especially in the field of languages and teaching, to further development in the following areas:

1. Literary and Cultural Theory

JUSTUS-LIEBIG-

UNIVERSITÄT

GIESSEN

- 1. Angloamerican, German, Italian, French, Spanish, Russian Studies in culture and literature
- 2. Philosophy
- 3. Film and Media Studies
- 4. Art History
- 5. Visual and Material Culture Studies
- 6. Cultural Memory Studies
- 7. Cultural Narratologies

the aforementioned parties

AGREE AND STIPULATE AS FOLLOWS

Article 1 – Object of the agreement

The object of this agreement is the promotion of cooperation in the fields of teaching and research between the University of Bergamo and the Justus Liebig University Giessen (Faculty of Language, Literature, Culture). Within such fields of common interest, the following forms of cooperation are envisaged in the framework of the structural and financial resources of each partner:

- Exchanges of students for the attendance of courses, internships, specialisations or other educational activities.
- Exchanges of teaching staff and/or researchers and technical-administrative staff. The purpose is to promote the organisation of seminars, lectures, conferences and talks; to carry out joint research; and to discuss experiences in areas of common interest.
- Consultations and exchanges conducive to teaching programmes, training modules and evaluation methods.
- Student-support services (help for finding accommodation, university canteen).
- Joint research initiatives.
- Exchanges of bibliographic and scientific material and or information regarding the fields covered by this agreement and any other useful subject.
- Organisation of joint seminars on topics of common interest.
- Participation in international research networks or programmes.

Both Universities shall encourage student mobility, based on a principle of reciprocity, by giving visiting students access to teaching facilities and to the tutorial support specified in their course programmes. The study period spent at the partner University by visiting students may be recognised for career purposes, after approval by the relevant academic bodies.

Neither of the two Universities shall apply tuition fees or other charges, with the exception of mandatory fees or cases specified by the law of their respective countries.

The terms of implementation of such exchanges may be described in specific guidelines issued by the relevant departments within the promoting bodies with regard to: the period of stay, duties of visitors, application selection procedures, detailed description of the themes covered by the agreement and any other aspect of the cooperation deemed useful.

Article 2 – Application of the agreement

The cooperation specified in Art. 1 shall be inspired by the principle of reciprocity and may develop through forms of collaboration that are jointly planned for each of the single projects involved, stating their objectives and means of implementation.

Article 3 – Supervision of the agreement

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 on the progress of cooperation.

Article 4 – Implementation

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

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. The activities agreed shall in the first instance be financed via third-party funding. The parties to this Agreement shall endeavour to obtain third-party financing for the goals and activities within the domains of research, teaching, and exchange as set out in §2 above. 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

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not exceed two years. The University of Bergamo may recommend suitable staff for such employment. The receiving institution shall be responsible for selection and staffing.

Article 5 – 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. 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. 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.

5. 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.

Article 6 – Duration of the agreement

The present agreement shall be valid for three years starting from the date of its stipulation. The agreement shall be renewed automatically on a yearly basis if notice of termination is not given six months before expiration.

Article 7 – Termination of the agreement

Both Universities have the option of terminating this agreement in a letter sent by registered mail with receipt of delivery with at least 60 days' notice. Student exchange programs, Cotutelle arrangements for graduate students and other common activities that are already being carried out at the time of the notice are to be continued and supervised together until their originally planned conclusion is reached.

Article 8 – Funding

For the activities regulated by this agreement both Universities aim at raising adequate funds.

Paragraph 9 – Liability

It is hereby specified that neither of the contracting parties agree to be liable for damages or injuries that may result unintentionally or by means of a higher power, in particular due to the loss of working hours in administration and academic teaching.

Article 10 – Specific provisions

Both Universities undertake to exchange any useful information regarding their structure and organisation in order to improve their knowledge of each other.

In compliance with its statutes and regulations and within their capacities, each party shall ensure that visiting staff from the other partner University specified in this agreement are given full assistance and support in the host's country during the performance of their agreed duties.

The present agreement is drafted in two original copies in English. Official communications between the parties, implementation agreements and their annexes shall be drafted in English.

This cooperation 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.

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For the Justus Liebig University Giessen Date 16.07.2014 The President Prof. Dr. Joybrato Mukherjee For Università degli Studi di Bergamo Date 18.08.2014 The Chancellor