

JUSTUS-LIEBIG-



UNIVERSITÄT
GIESSEN

Der Präsident

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

14.05.2017

5.42.00 Nr. 18

Kooperationsabkommen Justus-Liebig-Universität Gießen – University of
Colombo

**Frame Work Agreement
between
Justus Liebig University Giessen (JLU), Germany
and
University of Colombo (UoC), Sri Lanka**

Version information

Frame Work Agreement: 27.04.2017

Tabular presentation of the version information

	President
Frame Work Agreement	27.04.2017

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The University of Colombo, Sri Lanka is an organization incorporated under the Universities Act No. of 1978. It is a state owned organization and traces a history back to the University of Ceylon which was founded in 1942 following the amalgamation of the Ceylon Medical College (established in 1870) and the Ceylon University College (established in 1921). It is dedicated to education, research and community service. Its Vice Chancellor is Prof. Lakshman Dissanayake. Its administrative address is University of Colombo, Cumaratunga Munidasa Mawatha, Colombo 00700, Sri Lanka.

Justus Liebig University Giessen is a corporation under public law with legal capacity and at the same time a state institution 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 University President, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

In consideration of the successful collaboration of both institutions in the areas of research, teaching, student and teaching staff exchange both universities have decided to renew the existing exchange agreement as a frame work agreement. The new status as a frame work agreement is intended to intensify and further strengthen the cooperation and in particular to extend its scope also beyond Justus Liebig University's Department of English at the Faculty of Language, Literature and Culture. Justus Liebig University Giessen (Germany) and the University of Colombo (Sri Lanka) therefore agree to the following frame work agreement.

Contract conditions

Paragraph 1 – Purpose

The aim of the frame work agreement is to promote international exchange and closer cooperation in research and teaching as well as the development of joint projects between Justus Liebig University Giessen and University of Colombo. The frame work agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields. Where necessary, future activities should be agreed upon in separate agreements.

Paragraph 2 – Goals

The contracting parties intend to cooperate academically in the following areas:

1. Exchange of teaching staff and researchers for the planning or implementation of research and teaching projects.
2. Exchange of undergraduate and graduate students.
3. Mutual support in the supervision and international networking of doctoral candidates (for example, by simplifying access to research institutions and by facilitating contacts to scholars as well as making it possible to present projects at the institutions concerned).
4. Promotion and common supervising of graduate student projects in the context of a binational degree (Cotutelle).
5. 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.
6. Exchange of scientific publications.
7. Use of the available infrastructures for research in the areas of the international cooperation.
8. Development of common research and teaching projects.
9. Intensification of scholarly relationships through symposiums/ summer schools/ conferences/ workshops carried out together.

Paragraph 3 – Coordinator

To ensure and facilitate the implementation of the measures of this agreement, each institution shall appoint a Cooperation Coordinator. The Cooperation 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.

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Paragraph 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 JLU's graduate centers will make decisions on behalf of Justus Liebig University and an appointed committee will make the decisions on behalf of University of Colombo 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. The University of XY may recommend suitable staff for such employment. The receiving institution shall be responsible for selection and staffing.

Paragraph 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.

Paragraph 6 – 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.

Paragraph 7 – Duration and termination

1. Informal requests for participation shall be addressed to the respective coordinator.
2. This agreement may be altered by mutual agreement in writing.

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3. This agreement shall come into effect as of the day of its ratification by the representatives of both universities and is valid for three years effective as of the day of ratification. The frame work agreement shall be renewed automatically on a yearly basis if notice of termination is not given six months before expiration.

The frame work agreement may be terminated by any of the parties by written notice 60 days before termination.

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.

4. In order to realize and implement the frame work agreement, two identical copies of the contract shall be signed by the partners.

This frame work 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.

Colombo, 27.04.2017
For University of Colombo
Prof. Lakshman Dissanayake
Vice Chancellor

Giessen, 27.04.2017
For Justus Liebig University Giessen
Prof. Dr. Joybrato Mukherjee
President