

**Mitteilungen der  
Justus-Liebig-Universität Gießen**Ausgabe vom  
**16.04.2019****5.42.00 Nr. 21**Kooperationsabkommen – Macquarie University, Australien –  
International Student Exchange**International Student Exchange Agreement  
between  
Macquarie University Sydney, Australia  
and  
Justus Liebig University Giessen, Germany***Version information:*

	President	Promulgation
International Student Exchange Agreement	08.09.2015	16.04.2019

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## 1. INTERPRETATION

### 1.1 Definitions

The following definitions apply in this agreement.

**Alternative Programs** means programs of less than one Study Period designed to provide Exchange Students with intensive study opportunities.

**Applicant** means a student who applies for acceptance into the Student Exchange Program.

**Application** means an application for admission to the Student Exchange Program.

**Approved Subject** means a Subject which meets the academic requirements of, and has been approved for credit towards, the Home Institution Program undertaken by the Exchange Student.

**Business Day** means means any day other than:

- a) a Saturday, Sunday or public holiday in Sydney; or
- b) 27, 28, 29 30 or 31 December.

**Commencement Date** means the date specified in the Details or if no date is specified in the Details, the date on which this agreement was executed by all parties.

**Details** means the details set out on the cover pages of this agreement.

**Exchange Period** means the period of enrolment of the Exchange Student at the Host Institution under the Student Exchange Program.

**Exchange Student** means a student accepted into the Student Exchange Program.

**Governance Legislation** means the legislation under which an Institution is established and includes any delegated legislation, rules, policies and procedures.

**Home Institution** means the Institution at which the Exchange Student is formally enrolled as a degree candidate.

**Home Institution Program** means an academic program offered by the Home Institution in accordance with the Home Institution Governance Legislation.

**Host Institution** means the Institution at which the Exchange Student is enrolled for the Exchange Period under the Student Exchange Program.

**Institution** means either Macquarie or JLU Giessen or both Macquarie and JLU Giessen as the context dictates.

**Overseas Student Health Cover** means overseas student health cover as required by the Australian Government.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

**Student Exchange Program** means the program established by this agreement.

**Study Period** means each period of study for which an Exchange Student is enrolled at the Host Institution being a semester or its equivalent.

**Subject** means a course or unit of study offered by the Host Institution.

**Term** means the period from and including the Commencement Date continuing for an indefinite period until either party terminates under clause 12.

### 1.2 Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

- a) A reference to:
- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a policy, document or agreement (including this agreement), or a provision of a policy, document or agreement (including this agreement), is to that policy, document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this agreement or to any other agreement or document includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- b) A singular word includes the plural, and vice versa.
- c) A word which suggests one gender includes the other genders.
- d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- f) A reference to dollars or \$ is to an amount in Australian currency.
- g) This agreement may be written in both English and the language chosen by Giessen University, with the English version prevailing.

## **2. BALANCED EXCHANGE**

### **2.1 Achieving a balanced exchange**

- (1) During the Term, Macquarie and JLU Giessen will make places available for students from the other Institution. The number of Exchange Students to be exchanged will be agreed annually between the Institutions.
- (2) The Institutions will seek to achieve a balanced exchange in the number of Exchange Students exchanged between the two Institutions.
- (3) Both Institutions will review the Student Exchange Program annually for any imbalance in the number of Exchange Students and will adjust enrolments in the following year to restore balance.
- (4) An Institution with a deficit in hosting Exchange Students may agree to accept students enrolled in Alternative Programs in substitution for Exchange Students enrolled in Study Periods under this agreement.

### **2.2 The Exchange Period**

- (1) The Exchange Period may be for one or two Study Periods as agreed between the Institutions prior to the Exchange Period commencing.
- (2) One student enrolled for two Study Periods is equivalent to two students enrolled for one Study Period each.

## **3. SELECTION OF EXCHANGE STUDENTS**

### **3.1 Screening Applicants**

The Home Institution will screen Applicants according to the Admission Requirements and Language Requirements of the Host Institution. The Host Institution reserves the right to make a final judgement on the admissibility of each Applicant nominated for exchange.

### **3.2 Selection criteria**

Applicants must:

- a) meet the Admission Requirements and Language Requirements of the Host Institution;
- b) meet the Host Institution's entry requirements for enrolment in each Subject in which they intend to enrol;
- c) complete the Host Institution's Application form and provide supporting admission documents as required by the Host Institution;
- d) submit a proposed study plan approved by both Institutions;
- e) obtain the agreement of his or her Home Institution that the successful completion of each Subject in which they intend to enrol will be credited towards the Home Institution Program undertaken by the Exchange Student; and
- f) enrol at both Institutions for the entire Exchange Period in a full time enrolment load.

## **4. ACCEPTANCE AND ENROLMENT**

### **4.1 Acceptance of Host Institutions offer**

Applicants must personally accept the Host Institution's offer according to the Host Institution's acceptance procedures notified to the Applicant in the offer correspondence. The Home Institution must not accept a Host Institution's offer on behalf of an Applicant.

### **4.2 Enrolment**

- (1) The Host Institution does not guarantee enrolment in any given course or unit of study. Enrolment is subject to course availability, enrolment conditions established for a course and scheduling constraints.
- (2) Exchange Students are not candidates for degrees of the Host Institution.
- (3) Enrolment is subject to compliance with the visa requirements of the Host Institution's country. The Host Institution is not liable to the Home Institution for ceasing or suspending enrolment of an Exchange Student due to that Exchange Student's non-compliance with visa requirements or conditions of enrolment.

## **5. HOME INSTITUTION RESPONSIBILITIES**

### **5.1 Collecting Applications**

The Home Institution is responsible for collecting Applications. The Home Institution must send Applications to the Host Institution by the Application Deadlines for that Host Institution unless notified otherwise by the Host Institution.

### **5.2 Advice to Applicants**

The Home Institution will advise each Applicant in writing that acceptance into any Subject does not entitle the Applicant to entry into any other Subject or any exemptions from any Subject. Such entry or exemption is subject to the Host Institution's relevant requirements.

### **5.3 Credit for Subjects**

The Home Institution will determine and notify the Exchange Student whether a Subject is successfully completed by him or her and to what extent it will be credited to the Home Institution's Program.

## **6. HOST INSTITUTION RESPONSIBILITIES**

### **6.1 Student Visa**

The Host Institution will provide the Home Institution with relevant documentation to assist the Exchange Students in obtaining a student visa.

### **6.2 Acceptance of Applicants**

The Host Institution may accept or reject Applications at its discretion. The Host Institution will provide the final written confirmation of placement to the Home Institution in the form of a letter to successful Applicants.

### **6.3 Enrolment**

The Host Institution will enrol a successful Applicant as a full time non-degree enrolled student for the duration of the Exchange Period.

### **6.4 Facilities, services and protection**

The Host Institution will provide to Exchange Students at no cost the following facilities and services:

- a) tuition and related services;
- b) orientation program;
- c) reports and statements of results;
- d) the same academic resources and support services generally available to domestic students enrolled at the Host Institution; and
- e) the same level of protection, both financial (including insurance) and otherwise, as it provides for domestic students enrolled at the Host Institution.

### **6.5 Accommodation**

Macquarie will guarantee accommodation if an Exchange Student's Application is received prior to the relevant Application Deadline. JLU Giessen will guarantee accommodation if an Exchange Student's Application is received prior to the relevant Application Deadline.

### **6.6 Privacy**

The Host Institution will:

- a) ensure the Personal Information of each Exchange Student is protected against loss and against unauthorised access, use, modification and disclosure and other misuse; and
- b) not use or disclose the Personal Information of any Exchange Student other than for the purposes of this agreement without the prior written consent of the relevant Exchange Student, unless required or authorised by law.

### **6.7 Statements of results**

(1) The Host Institution will provide official transcripts to the Home Institution according to institutional protocol after the release of results at the end of each Study Period. Upon request, the Host Institution will also provide one copy of the statement of results to the Exchange Student.

(2) The Host Institution will supply to the Home Institution all reasonable information requested about the conduct and content of the Subjects and any other academic activities undertaken by the Exchange Student to enable the Home Institution to calculate credit accurately and fully.

## **7. EXCHANGE STUDENT RESPONSIBILITIES**

### **7.1 Financial costs**

Each Exchange Student is responsible for, and must satisfy the Home Institution that he or she is able to meet, the financial costs of the following items during the Exchange Period:

- a) costs related to language proficiency testing;
- b) travel to and from the Host Institution;
- c) textbooks, stationery etc;
- d) travel documentation, visa requirements etc;
- e) accommodation, meals and living expenses;
- f) applicable student association fees;
- g) applicable semester contributions;
- h) medical/health and personal injury insurance as required by the Host Institution and country of destination;
- i) personal travel within the country of destination;
- j) costs associated with dependents including education and living expenses; and
- k) all other debts and incidental expenses incurred during the Exchange Period.

### **7.2 Tuition Fees**

Exchange Students participating in the Student Exchange Program will be exempt from paying tuition and academic fees to the Host Institution for Approved Subjects undertaken as part of the Student Exchange Program. Exchange Students must register/enrol at their Home Institution and pay the fees required of them by their Home Institution in order to participate in the Student Exchange Program.

### **7.3 Visa**

Each Exchange Student must obtain the appropriate student visa and entry documents as required by the Host Institution's country.

### **7.4 Host Institution's Governance Legislation**

(1) Exchange Students are subject to the Host Institution's Governance Legislation and codes of conduct for enrolled students.

(2) Each Exchange Student will provide written consent to each Institution to disclose their personal or private information to the other Institution for the purposes associated with the Student Exchange Program

### **7.5 Health Cover**

Incoming Exchange Students to Macquarie are required to purchase Overseas Student Health Cover and incoming Exchange Students to JLU Giessen are required to purchase any compulsory health cover of Germany. The Overseas Student Health Cover and any other applicable compulsory health cover must cover the Study Period.

## **8. WITHDRAWAL OR DISMISSAL**

(1) The Host Institution may dismiss any Exchange Student whose conduct warrants such action.

(2) The Host Institution may require the withdrawal of any Exchange Student whose academic standing or conduct warrants such action.

(3) The Host Institution will consult with the Home Institution before finalising a withdrawal.

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(4) If an Exchange Student is dismissed or required to withdraw under this clause 9 it will be considered a completed exchange by the Exchange Student for the purposes of this agreement.

## 9. EXCHANGE STUDENTS' FAMILIES

The Student Exchange Program does not include services and facilities for accompanying spouses and/or dependents. Where an Applicant proposes that he or she will be accompanied, it is subject to the approval of the Host Institution and on condition that all additional expenses and workload are the responsibility of and will be met by the Exchange Student.

## 10. STUDENT EXCHANGE PROGRAM REVIEW

The parties will review the Student Exchange Program annually in good faith:

- a) to identify new opportunities for cooperation in scholarship; and
- b) to consider whether any of the terms of this agreement need modifying.

## 11. COMPLIANCE WITH AUSTRALIAN LAWS

Australian law requires providers of education and training courses to overseas students to comply with the Education Services for Overseas Students Act 2000 (**ESOS Act**) and the National Code made under the ESOS Act. Macquarie will provide JLU Giessen with accurate information and material (including electronic information and material) about studying at Macquarie (**Macquarie Information**). JLU Giessen agrees to:

- a) ensure that each prospective Exchange Student is provided with this Macquarie Information; and
- b) identify Macquarie as the provider of the Student Exchange Program in Australia and include Macquarie's CRICOS Provider Code 00002J in all written material, including material in electronic form, concerning the Student Exchange Program. Such material will generally be provided by Macquarie and must not be modified without prior written approval of Macquarie.

## 12. TERMINATION

(1) This agreement may be terminated by either Institution on six months' written notice.

(2) Any Exchange Student enrolled at the Host Institution at termination will be allowed to complete their exchange program at the Host Institution.

## 13. INDEMNITY

(1) Each party (Indemnifying Party) indemnifies the other party (Indemnified Party) against any loss, liability, costs, damages or expenses caused or contributed to by any unlawful act or negligent act or omission of the Indemnifying Party or any of its employees or agents.

(2) Neither party is liable to the other party for incidental loss, liability, costs, damages or expenses such as loss of profits, revenue, goodwill or opportunities.

(3) The Indemnifying Party's liability under this agreement is reduced to the extent that any loss, liability, costs, damages or expenses are contributed to by the Indemnified Party.

(4) This indemnity survives termination of this agreement.

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## **14. INSURANCE**

Both parties must obtain and maintain public liability insurance or equivalent protection in the amount of, or equivalent to, A\$20,000,000 during the Term.

## **15. DISPUTE RESOLUTION**

### **15.1 Resolve in good faith**

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 between the parties.

### **15.2 Obligations continue**

If a dispute arises the parties will continue to carry out all their respective obligations under this agreement that are not directly affected by the dispute.

## **16. NOTICES**

### **16.1 How to give effective notice**

A notice, consent or other communication under this agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by pre-paid mail (by airmail if the addressee is overseas). If it is left at the addressee's address before 5.00pm on a Business Day it is taken to be received on that day. If it is left at the addressee's address on a day that is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day. If it is sent by pre-paid mail within Australia it is taken to be received three Business Days (or to or from a place outside Australia – seven Business Days) after posting.

### **16.2 Addresses for notices**

Macquarie's address for service of notices is that set out under Macquarie Exchange Program Manager in the Details. JLU Giessen's address for service of notices is that set out under the Giessen Program Manager in the Details.

## **17. GENERAL**

### **17.1 Governing Law**

(1) In relation to its performance in Australia, this agreement is governed by the laws of New South Wales and any dispute relating to its performance in Australia must only be referred to the courts of New South Wales and the federal courts of Australia.

(2) In relation to its performance in Germany this agreement is governed by the laws of Germany and any dispute relating to its performance in Germany must only be referred to the courts of Giessen.

### **17.2 Exercise of Rights**

The exercise of a right does not prevent the further exercise of that right or the exercise of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or a variation of the terms of this agreement.

### **17.3 Operation of this Agreement**

(1) This agreement contains the entire agreement between the parties as to its subject matter and may only be amended in writing signed by both parties.

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(2) Any provision of the agreement which is unenforceable is, where possible, to be severed unless this would materially change the intended effect of this agreement.

## 17.4 Counterparts

This agreement may be executed in counterparts.

## Schedule

<b>Parties</b>	Macquarie University (CRICOS Provider Number 00002J) of Macquarie University, New South Wales 2109, Australia <b>(Macquarie)</b> .  Justus Liebig University Giessen of Ludwigstrasse 23, 35390 Giessen, Germany <b>(JLU Giessen)</b>	
<b>Background</b>	<p>A. Macquarie is a University providing higher education programs in Australia.</p> <p>B. JLU Giessen is a University providing higher education programs in Germany.</p> <p>C. Macquarie and JLU Giessen have agreed to enter into a mutually beneficial relationship and establish a Student Exchange Program to broaden the scope of the academic curriculum, create educational relations and cooperation between the Institutions and to promote academic and cultural linkages, enrichment and understanding. The Student Exchange Program will enable students to take courses at, but not pursue a degree from, the Host Institution.</p>	
<b>Agreement</b>	Macquarie and JLU Giessen agree to establish a Student Exchange Program on the terms set out below and in the attached document headed General Terms. These General Terms in the version dated 8 September 2015 form part of this agreement.	
<b>Details</b>	Unless otherwise stated all capitalised terms in column one of the Details have the meaning given in column two.	
<b>Column One</b>	<b>Column Two</b>	
<b>Commencement Date:</b>	25 June 2015	
<b>Admission Requirements Macquarie (clause 4.1)</b>	<p>Required number of years of full time study completed at Home Institution - one year.</p> <p>Academic requirements - GPA 2.5/4 or equivalent.</p>	
<b>Admission Requirements JLU Giessen (clause 4.1)</b>	<p>Required number of years of full time study completed at Home Institution - one year</p> <p>Academic requirements - Students must have good academic standing.</p>	

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<b>Language requirements Macquarie (clause 4.1)</b>	The student must satisfy language proficiency requirements as outlined at <a href="http://www.mq.edu.au/pubstatic/study/international/how_to_apply/english_language_requirements">http://www.mq.edu.au/pubstatic/study/international/how_to_apply/english_language_requirements</a> .
<b>Language Requirements JLU Giessen (clause 4.1)</b>	Students following lectures in the German Department: 82 level according to CEFR  Students following lectures in the English Department and other study programmes taught in English: None
<b>Application Deadlines Macquarie (clause 6.1)</b>	Semester 1 following year - 30 October  Semester 2 same year - 15 April
<b>Application Deadlines JLU Giessen (clause 6.1)</b>	Semester 1 same year (October to February) - 15 June  Semester 2 following year (April to July) - 15 December
<b>Level accepted Macquarie</b>	Undergraduate level and Postgraduate level.
<b>Level accepted JLU Giessen</b>	Undergraduate level and Postgraduate level.
<b>Macquarie Exchange Program Manager</b>	Name: Amanda Hough Title: Manager Macquarie Abroad Address: Macquarie International Australian Hearing Hub, Level 5 Macquarie University NSW 2109 Australia Telephone: +61 2 9850 6945 Email: amanda.hough@mq.edu.au
<b>JLU Giessen Exchange Program Manager</b>	Name: Julia-Sophie Rothmann Title: Deputy Director International Office Address: Justus Liebig University Giessen, International Office, Goethestr. 58, 35390 Giessen, Germany Telephone: +49 (0) 641-99 12131 Email: mobility@uni-giessen.de

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<b>Special Terms</b>	This agreement is subject to the following special terms. Not Applicable
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For Macquarie University  
 Prof. S. Bruce Downton  
 MB BS MD FACMG FRACP  
 Vice-Chancellor and President

Gießen, 08.09.2015  
 For Justus Liebig University Giessen  
 Prof. Dr. Joybrato Mukherjee  
 President