

Der Präsident

Mitteilungen der Justus-Liebig-Universität Gießen

Ausgabe vom

24.01.2019

5.42.02 Nr. 2

Abkommen zur Studierendenmobilität Universidad Nacional Autónoma de México (UNAM), Mexiko

Specific Collaboration Agreement entered into by and between the Universidad Nacional Autónoma de México (UNAM) and Justus Liebig University Giessen (JLU) Student Exchange Program

Bisherige Fassungen:

	Präsidium	Verkündung
Abkommen	28.09.2018	24.01.2019

The Universidad Nacional Autónoma de México (UNAM), is a public corporation decentralized from the Mexican State, endowed with full juridical authority to govern itself itself in accordance with the Article 1st of UNAM's Organic Law published in the Official Gazette on January 6, 1945. Its objectives are to provide higher education to train professionals, researchers, university professors and technicians useful to society; to organize and carry out research and cultural outreach. Dr. Enrique Luis Graue Wiechers, according to the provisions of articles 9 of the Organic Law and 30 of the General Statute, who has the authority to delegate this legal representation, according to the provision of Article 34 Section I of its General Statute. Dr. Leonardo Lomeli Vanegas and Dr. Alberto Ken Oyama Nakagawa, with the attributes that proceed from their posts as Secretary General and Secretary for Institutional Development, respectively, and in agreement with the power that has been bestowed upon them by the Regulation that delegates and distributes authority to subscribe agreements, contracts and other instruments signed by the UNAM, published in Gaceta UNAM on September 5th 2011, are authorized to sign the present Agreement. That, within its organic-administrative structure is the Coordination of International Affairs and the Directorate General for Cooperation and International Affairs, represented respectively by Dr. Francisco José Trigo Tavera and Dr. Federico Guillermo Fernández Christlieb. For the effects of this Agreement, its legal address is Torre de Rectoría, 90 piso, Ciudad Universitaria, Coyoacán, C.P. 04510, Ciudad de México, México.

Justus Liebig University Giessen (JLU) 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 in accordance with the legal framework: § 1 section 1, clause 1 and § 2, section 1 clause 1, "Hessisches Hochschulgesetz"/HHG According to the "Hochschulgesetz" (§ 38 Section 1, clause 1, HHG) its representative is the University President, Prof. Dr. Joybrato Mukherjee. For the effects of this Agreement, its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

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Preamble

Whereas both institutions have signed a General Agreement that contemplates exchange of undergraduate and graduate students;

Whereas the above named institutions recognize the importance of giving the opportunity to their students to familiarize themselves with the curricula, language and culture of participant countries, they hereby agree:

Objective

UNAM and **JLU** hereby set up a Student Exchange Program in order to enable a student registered on a full time basis in one university (Home University) to follow courses in the other (Host University) in order to satisfy part of the credit requirements necessary to qualify for a degree at the Home University.

Students proposed from each university system will be accepted at the other for the purpose of pursuing an approved course of instruction. In order to be eligible for this Exchange Program, students must meet all specific requirements set down by the Home University and the Host University.

Obligations and Rights of the Participants

- (1) The students admitted to the Exchange Program:
 - a) shall remain registered full-time and pay tuition and other fees at the Home University;
 - b) shall agree to study at least one semester, but no more than one year full-time at the Host University, in a program of studies approved by the appropriate authorities of the Home University;
 - c) shall assume:
 - miscellaneous expenses required by the Host University such as social fees, health insurance, any special activity fees, laboratory fees, or athletic ticket fees, the cost of which shall be made known in advance;
 - Transportation, room and board and other living expenses.
- (2) The students admitted to the exchange program may benefit from financial aid programs they are entitled to as registered students of the Home University.

Implementation

(1) Each University shall appoint a person in charge of the student exchange. For this purpose UNAM designates the Director General de Cooperación e Internacionalización (DGECI), Dr. Federico Guillermo Fernández Christlieb.

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JLU likewise appoints Prof. Dr. Verena Dolle (Vice President and Prof. of Romance Literature and Cultural Studies) as Cooperation Coordinator. The Cooperation Coordinator shall prepare an annual work plan, evaluate the latter upon its completion and, in accordance with University regulations, report to the faculty deans on the progress of cooperation, while the responsible of this Agreement is Dr. Sabrina Lundström, Cooperation and Exchange Management:

UNAM

Responsible:

Dr. Federico Guillermo Fernández Christlieb Director General de Cooperación e Internacionalización

Postal Address:

Dirección General de Cooperación e Internacionalización

San Francisco 400, Esq. Luz Saviñón, Col. Del Valle. Piso 9, Delegación Benito Juárez, C.P. 03100, Ciudad de México, México, México D.F.

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JLU

Responsible:

Dr. Sabrina Lundström

Cooperation and Exchange Management

Postal Address:

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Justus Liebig University Giessen
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35390 Giessen, Germany

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Web Page: http://www.uni-giessen.de/cms/internationales

(2) Each University will forward the relevant data of the nominated students to the Host University. Such nominations shall be accompanied by an official academic transcript relating to the students concerned and any other

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documentations set by the Host University. The Host University shall have final authority on all admission decisions for students received as exchange students. It is expected that the receiving Host University will accept a nomination except in extraordinary circumstances, and in such cases, the Home University will submit additional applications for consideration.

Both Universities agree that the dates for submitting applications for students wishing to start courses in periods of August / September or January / February at UNAM and September / October and March / April at JLU of each calendar year, shall be notified each semester.

- (3) Each University shall be in charge of promoting the Exchange Program to its student community; to this end, the Universities agree to exchange all documents providing information to the candidates on the programs of study available in the Universities.
- (4) The number of students to be admitted to the Exchange Program every academic year will be determined by common consent of the Parties. Every effort will be made to achieve parity in the numbers of students exchanged, but is recognized that small imbalances may occur periodically. However, the number of exchanged students shall be balanced at the end of term of the present document.
- (5) Each University shall take appropriate measures to make sure that every exchanged student will be able to enrol himself and will find room in all the courses previously approved by both institutions, in accordance with the articles 1 and 3.2 of this Agreement.
- (6) The Host University agrees to assist the visiting students in finding adequate housing.
- (7) The participants shall obtain an adequate medical insurance which will provide them appropriate health care protection, according to the standards set out by the Host University.
- (8) No financial transaction will occur between partner universities.

Term of Agreement

The present Agreement shall remain in force until April 2, 2023, beginning with the signing of the present document, and may be renewed by means of a written communication following an evaluation of its results.

Either Party may terminate this Agreement in advance, by providing written notification 6 (six) months prior to the intended date of termination.

In case of early termination, both Parties will take the necessary measures to avoid damages to themselves or to third parties. The Parties will continue with the actions in progress at the time of early termination until these actions are concluded.

Copyright

The right of intellectual property shall devolve upon the Party whose staff shall have carried out the work to be published, giving due acknowledgment to those who shall have contributed to the execution of said work.

Publications of various kinds (books, pamphlets, articles, research posters, web pages, databases, etc.) as well as coproductions and their distribution that could be produced as a result of this Agreement will be carried out by common consent.

It is expressly understood that both Parties may use the results obtained from the activities authorized by the present instrument for academic purposes.

Labor Relations

Both Parties agree that staff assigned by each one for the undertaking of the present Agreement is understood to be assigned exclusively by the employing institution; thus, each institution assumes its responsibility in this respect, and in no case shall the institutions be considered substitute or liable employers.

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Force Majeure

It is clearly stated that the Parties will have no claim for any damages that might occur as a result of unexpected, fortuitous events, such as an academic or administrative strike. It is understood that once that the fortuitous event has ceased, the Parties will resume the activities in the manner that they establish.

Modifications

This Agreement can be modified or extended by common consent of both Parties; modifications or extensions shall bind the signatories beginning with the date of their signatures.

Interpretation and Controversies

This Agreement is made in good faith by virtue of which any conflict that may arise with respect to its interpretation, formalization and fulfilment will be resolved by agreement between the Parties.

In witness whereof the duly authorized officers of the Parties have executed and delivered this Agreement in duplicate, in English and Spanish, both versions being equally valid, on the dates indicated below.

Universidad Nacional Autónoma de México Dr. Leonardo Lomelí Vanegas Secretary General

Dr. Alberto Ken Oyama Nakagawa Secretary for Institutional Development

Dr. Francisco José Trigo Tavera Coordinator for International Affairs

Dr. Federico Guillermo Fernández Christlieb Director General for Cooperation and International Affairs

Justus-Liebig-Universität Gießen Prof. Dr. Joybrato Mukherjee President 28.09.2018