

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

27.01.2016

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Kooperationsabkommen (Erneuerung) Makerere University

**COOPERATION AGREEMENT
 Between
 JUSTUS LIEBIG UNIVERSITY GIESSEN
 (Centre for International Development and Environmental Research)
 And
 MAKERERE UNIVERSITY
 (COLLEGE OF AGRICULTURAL AND ENVIRONMENTAL SCIENCES)**

Version information

Cooperation Agreement: 27.01.2016.

Tabular presentation of the version information

	President
Cooperation Agreement	05.12.2007
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This Cooperation Agreement between Justus Liebig University Giessen, Germany herein after referred to as "JLU" through its Centre for International Development and Environmental Research (ZEU) and Makerere University, College of Agricultural and Environmental Sciences of P. O. Box 7062, Kampala hereinafter referred to as "Mak CAES" and jointly referred to as parties.

Introduction

Whereas 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 whose representative according to the "Hochschulgesetz" (§ 38 Section 1, clause 1, HHG) is the University President, Prof. Dr. Joybrato Mukherjee and its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

Whereas Makerere University a public University operating under the collegiate system, guided by the Universities and other Tertiary Institutions Act 2001(as amended), is one of the oldest and most prestigious Universities in Africa established in 1922; governed by the University Council as the supreme body, and its management headed by the Vice Chancellor who is responsible for academic, administrative and financial affairs.

Now therefore; in accordance with the request for the establishment of cooperation between the two universities, Justus Liebig University Giessen (Germany) and its Centre for International Development and Environmental Research and Makerere University College of Agricultural and Environmental Sciences agree to the following cooperation agreement.

Contract conditions

1. Purpose

The aim of the 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, Centre for International Development and Environmental Research and Makerere University, College of Agricultural and Environmental Sciences.

The agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields.

2. Goals

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

- a) Exchange of teaching staff and researchers for the planning or implementation of research and teaching projects.
- b) Exchange of undergraduate and graduate students.
- c) 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).
- d) Promotion and common supervising of graduate student projects in the context of a binational degree (Cotutelle).
- e) 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.
- f) Exchange of scientific publications.
- g) Use of the available infrastructures for research in the areas of the international cooperation.
- h) Development of common research and teaching projects.
- i) Intensification of scholarly relationships through symposiums/ summer schools/ conferences/ workshops carried out together.

3. Coordinator

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.

4. Implementation

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

- a) 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.
- b) 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.
- c) 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. Makerere University may recommend suitable staff for such employment. The receiving institution shall be responsible for selection and staffing.

5. Exchange Conditions

- a) 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.
- b) 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.
- c) 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.
- d) 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/functional fees for the use of university facilities) are to be respected and met by the visiting student.
- e) 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.

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.

7. Duration and termination

- a) Informal requests for participation shall be addressed to the respective coordinator.
- b) This agreement may be amended by mutual agreement in writing.
- c) 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 and may be renewed upon mutual consent.
- d) The agreement may be terminated by any of the parties by written notice 60 days before termination. However, 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.

8. Dispute resolution

Any disputes arising out of the operation and or interpretation of this Cooperation Agreement shall be settled through mutual and amicable discussion and agreement; failure of which any such disputes shall be referred to an arbitrator (arbitrators), mutually appointed and agreed upon by both parties, whose decision shall be considered final settlement of the dispute.

9. Law Applicable

This agreement shall be construed and governed in accordance with International Laws, Common Laws and principles of Equity.

10. Force Majeure

Neither party shall be liable for any delay or default if such delay in performance or other failure to perform their respective obligations under this agreement is the result of an event of Force Majeure.

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

Date: 27.01.2016

Signed for and on behalf of;

Makerere University
Prof. John Ddumba-Ssentamu
Vice Chancellor

Justus Liebig University Giessen
Prof. Dr. Joybrato Mukherjee
President

Prof. Benard Bashaasha
Principal MakCAES

Witnessed by
Goddy Muhanguzi Muhumuza
Senior Legal Officer & Head Legal Unit