

**Mitteilungen der
Justus-Liebig-Universität Gießen**Ausgabe vom
23.07.2018**5.43.00 Nr. 10**
Austauschabkommen, University of Georgia, Athens, USA**Student Externship Agreement**

This Student Externship Agreement (“Agreement”) is made and entered into on the date of the final signature below, by and between the Board of Regents of the University System of Georgia on behalf of the University of Georgia (“UGA”) and the Justus Liebig Universität Giessen (JLU).

WHEREAS UGA desires for its students to have access to high quality externships and learning experiences abroad at JLU;

AND WHEREAS JLU desires for its students to have access to high quality externships learning experiences abroad at UGA;

THEREFORE UGA and JLU hereby agree as follows:

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I Program Details

(1) This Agreement is designed to establish an Externship Program (hereinafter “Program”) whereby each party may host student externs (hereinafter “Extern or “Externs”) from the other party.

(2) For purposes of this Agreement, the party sending the Extern shall be the “Home Institution” and the party receiving the Extern shall be the “Host Institution”.

(3) Home Institution shall nominate students to participate in the Program no later than 120 days before the proposed start of the externship. Such students shall be subject to the review of Host Institution which shall approve or deny the nominated student no later than 100 days before the proposed start.

(4) Upon approval, Host Institution shall propose a plan for the externship that specifies the activities of the extern and the participation dates and duration. This plan shall be subject to the review of Home Institution which shall approve or deny the same no later than ninety days before the proposed start of the externship.

(5) No student shall participate in the Program absent the approval of both parties. All Externs shall be subject to the ongoing approval of Host Institution and the applicable Host Institution academic unit.

(6) Externs who participate in the exchange programs shall pay tuition fees according to the regulations at their Home Institution and are exempt from the fees charged by the Host Institution, except as specified herein.

(7) Students shall participate in the externship in furtherance of their studies at Home Institution. Satisfactory completion of the externship will advance their studies at Home Institution either through award of academic credit, satisfaction of graduation requirements, or progress towards completion of required research or writing components of their degree.

II Responsibilities of Host Institution

(1) Host Institution shall designate a faculty member to supervise the Extern during the externship.

(2) Host Institution shall provide Externs with an orientation upon arrival, advising Externs of potential health and safety risks, ways to mitigate those risks, available support resources, and the regulations and policies of Host Institution applicable to Externs.

(3) Host Institution shall provide appropriate safety training to Students and enforce appropriate safety measures to minimize risks of exposure to pathogens. Host Institution will make available to Externs for use all personal protective equipment, including gloves, gowns, masks, and other supplies necessary and appropriate for participation.

(4) Subject to applicable restrictions governing student privacy, Host Institution shall promptly notify Home Institution in the event Host Institution becomes aware of an incident affecting the health, safety or welfare of an Extern, and will cooperate with any Home Institution investigation into the incident.

(5) Host Institution shall support Home Institution's efforts to identify emergency medical services, psychological services, law enforcement, and diplomatic resources to support Externs at Host Institution and will help facilitate Externs' access to those resources.

(6) Host Institution shall monitor the participation of Externs and inform Home Institution immediately if an Extern withdraws or is in danger of being withdrawn by Host Institution.

III Responsibilities of Home Institution

(1) Home Institution shall use its best efforts to nominate students prepared for effective participation.

(2) Home Institution shall, upon request and with proper authorization pursuant to applicable privacy laws, provide Host Institution with such student records as will adequately disclose the prior education and related experiences of the student.

(3) Home Institution shall advise Externs of their responsibility to comply with Host Institution's rules, regulations, and procedures and with the applicable laws of the host country.

(4) Home Institution shall retain ultimate responsibility for the education of Externs.

IV Externship Terms

(1) All research and scholarly activities performed by an Extern during the Program are considered assigned efforts and ownership of intellectual property rights developed as a result of the Program shall reside with Host Institution.

(2) Externs shall be subject to all rules and procedures applicable thereto. JLU Giessen Externs shall participate in the UGA process for onboarding Visiting Researchers/Scholars and shall be required to execute a Visitor Agreement in the form as provided by and acceptable to UGA.

- (3) Either party may withdraw any Extern from the externship based upon a lack of competency on the part of the Extern, the Extern's failure to comply with the rules and policies of either party, or, for any other reason where either party reasonably believes that it is not in their best interest for the Extern to continue. Such party shall provide the other party and the Extern with immediate notice of the withdrawal and written reasons for the withdrawal.
- (4) Externs shall be solely responsible for obtaining a visa as needed and for complying with visa requirements. Host Institution may provide assistance with this process, consistent with its internal policies.
- (5) Externs shall obtain health insurance that meets the requirements of Host Institution and the host country. In the event of death, illness or emergency, the Host Institution shall not be responsible for the costs of medical treatment or repatriation.
- (6) Host Institution shall not be responsible for providing compensation to any Extern, including benefits such as medical insurance or worker's compensation.
- (7) Host Institution shall not be responsible for covering, offsetting, or reducing the costs of participating in any externship.
- (8) Host Institution shall not be responsible for any externship expenses, including without limitation Host Institution fees as well as in-country and international travel, housing costs, living costs, travel insurance, passport and visa application fees.
- (9) Externs shall not be responsible for paying any tuition to the Host Institution.
- (10) At UGA, Host Institution fees shall include the UGA ID fee and International Scholar Compliance Fee.
- (11) At JLU, Host Institution fees shall include enrolment fees and social contribution fees ("semester contribution"), which include liability insurance coverage while on campus and free public transport in the local environment.
- (12) Externs may seek to arrange housing with Host Institution, at their expense, but the availability of such housing is not guaranteed.
- (13) All medical or health care (emergency or otherwise) that an Extern receives will be at the expense of the individual involved.

V General Terms

- (1) UGA appoints Dr. Michelle Barton and JLU appoints Prof. Dr. Dr. Stefan Arnhold to coordinate the development and implementation of externships under this Agreement.
- (2) Neither party shall discriminate against any Extern on account of such Extern's race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.
- (3) Neither party is an agent, employee, or servant of the other. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. Neither party shall have the authority to make any promise, representation, or to enter into contractual obligations on the other party's behalf. Externs are not employees of either party by reason of such participation and neither party assumes any responsibilities as to the Extern that may be imposed upon an employer under any law, regulation or ordinance.
- (4) Neither party has made any representations or promises regarding the services to be provided to the Externs beyond this Agreement and assumes no liability to the Externs or to the other institution beyond what is required under applicable law.
- (5) The parties will attempt in good faith to settle any disputes arising under this Agreement.

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(6) Unless sooner canceled as provided below, the term of this Agreement shall be five (5) years, commencing on execution. This Agreement may be renewed or amended at any time by mutual written consent of the parties. This Agreement may also be canceled at any time by either party upon not less than ninety (90) days written notice, provided any Extern currently in an externship may complete the same and any and all obligations herein shall remain in place with respect to such Extern until completion of the externship.

(7) This Agreement contains the entire understanding of the parties concerning its subject matter.

On Behalf of
Justus-Liebig-Universität Gießen
Prof. Joybrato Mukherjee
President
29.03.2018

Board of Regents of the Univ. System of Georgia
By and on behalf of The University of Georgia
Dr. Noel Fallows
Associate Provost for International Education

Board of Regents of the Univ. System of Georgia
By and on behalf of The University of Georgia
Dr. Lisa K. Nolan
Dean, College of Veterinary Medicine