

**Mitteilungen der
Justus-Liebig-Universität Gießen**Ausgabe vom
23.02.2022**5.43.00 Nr. 14**

Austauschabkommen – Arkansas Tech University, USA

EXCHANGE AGREEMENT**between****Arkansas Tech University (USA)****and****Justus Liebig University Giessen (Germany)***Version information:*

	President	Promulgation
Exchange Agreement	30.09.2021	23.02.2022

Arkansas Tech University (ATU) is a comprehensive public higher education institution that is committed to teaching and learning supported by scholarship and service. ATU is regionally accredited as an institution through the Higher Learning Commission (HLC). It was founded in 1909. ATU is represented by its president, Dr. Robin E. Bowen. It is located at 402 West O Street, Russellville, Arkansas, 72801, USA.

Justus Liebig University Giessen is a lawful corporation under public law and at the same time a state-owned organization, 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 president, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390 Giessen, Germany.

Arkansas Tech University ("ATU") and the Justus Liebig Universität ("JLU") hereinafter together referred to as the "Parties" and each solely to as the "Party", agree to an exchange (hereinafter referred to as the "Agreement"), subject to the following terms:

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Article 1

The following definitions will be used in this Agreement:

- Home University: The Party that has agreed to send the Exchange Students.
- Host University: The Party that has agreed to receive the Exchange Students.
- Exchange Students or Candidates: The students of the Parties involved in the exchange according to this Agreement.
- Unit of Exchange: One student participating in the Exchange for one academic session/semester.

Article 2

The aim of the agreement is to promote international student exchange and closer cooperation in research and teaching as well as the development of joint projects between JLU and ATU. The agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields.

The cooperation between the partner institutions is planned in the following fields:

1. Exchange of teaching staff, researchers, students and/or technical staff for the planning or implementation of research and teaching projects.
2. 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.
3. Exchange of scientific publications
4. Deepening of scientific relations through joint symposia/summer-schools/ conferences/workshops.

Exchange students will be given full registered status at the host institution, and accorded all rights and privileges commensurate with this status. It is understood that exchange students will continue as candidates for degrees at their home institution, and will not be candidates for degrees at the host institution.

Article 3

During the first year of the Exchange, a maximum of four (4) Units of Exchange from each university may be exchanged. The annual number of Exchange Students may be increased by mutual agreement of the Parties. It is understood that a balance in number of students exchanged shall be sought over a five-year period.

Exchange Students will spend a minimum of one semester, and a maximum of one academic year (two semesters) at the Host University. An academic year at ATU includes the fall (August-December), spring (January-May) and summer (June-August). An academic year at JLU includes both the winter (October–February) and summer (April–mid July) semesters.

In specific cases, the Parties may approve an extension of the exchange period.

Article 4

The Home University will screen and select Candidates for exchange studies in accordance with its applicable rules and regulations. The following criteria shall generally apply, but may be waived in specific cases.

- Exchange Students must have successfully completed at least two (2) semesters of study and must remain registered as full-time students in the Home University during their exchange period.
- Exchange Students must have a good to excellent academic record and student discipline record, if applicable.
- Exchange Students must be able to follow lectures in the language of instruction. Exchange Coordinators shall determine how language proficiency requirements are to be met if students are not submitting standardized tests such as TOEFL, IELTS, etc.
- Exchange Students should be selected without regard to race, national or ethnic origin, religion, age, sex, marital status or handicap.
- Exchange students must meet and comply with Visa requirements of the country of the Host University and must also maintain that eligible Visa status during the entire length of stay.

Article 5

Nominations of students in the program and applications will be sent by the Home University to the Host University, respecting the nomination/application deadlines of the Host University. Nominated students will use the required application form of the Host University.

The Host University will accept the Candidates selected by the Home University if mutually acceptable academic and/or professional qualifications and standards are met as well as standard Admissions requirements. However the Host University will make the final decision on the admission of Candidates nominated for exchange.

Article 6

The exchange program is intended to be an exchange program including all faculties of ATU and the faculty of Social Sciences and Cultural Studies of JLU. The Exchange Students may apply to any academic courses offered at the Host University as full time, non-degree students at a level determined by the Host University.

- The Host University will endeavor to ensure that the Exchange Students are admitted to the courses as applied, provided the students satisfy the individual course prerequisites and space is available.
- Exchange Students will be subject to the academic requirements and rules of conduct of the Host University. All Exchange Students are required to enroll in a full-time course of study or equivalent amount of credits as defined by the Host University.
- Exchange students are responsible for following the transcript procedure as indicated by the host university in order to request their transcript at the end of their stay. Institutions are not required to send transcripts to students automatically.

Article 7

The Parties agree that no tuition fees will be levied on the Exchange Students by the Host University. Exchange Students will continue to pay tuition fees for their respective programs at their Home University. Any additional cost incurred for Exchange Students with disabilities is the responsibility of the Home University.

The Host University shall waive institutional application/enrolment fees for incoming Exchange Students.

Financial responsibilities of the Exchange Students:

- Students are expected to pay for all personal expenses, including but not limited to transportation, accommodation, meals, books, visas, student union, student ID, health insurance, and entertainment.

- Students are responsible to obtain adequate medical/health insurance coverage (including emergency medical evacuation, repatriation, life insurance, accidental death and dismemberment insurance) to the satisfaction of the Host University.

Article 8

Both parties agree upon the exchange of academic staff, covering the following fields: Curriculum development, mutual counseling, mutual research projects.

If the participating institutions agree upon a regular exchange of staff for language classes and if JLU appoints staff to this end, the period of such employment, in the interest of a lively partnership, shall not exceed two years. ATU may recommend suitable staff for such employment.

Academic staff shall be subject to and comply with the terms of the employee and/or Faculty handbooks of the host institution. These individuals shall also comply with the laws of the jurisdiction of the host institution while they are present in the host institution's country.

Academic staff shall be paid during the term of the exchange by their Home Institution. The parties specifically agree that the academic staff shall not be paid by the Host Institution.

Article 9

Exchange Students are bound by the rules and regulations of the Host University and the laws of the host country during the Exchange. The Parties shall have the option of terminating the participation of an Exchange Student if that Exchange Student violates aforementioned regulations or laws.

The Host University will assist Exchange Students in locating suitable accommodation (for ATU: on-campus accommodation, for JLU: student dormitories in town), will arrange campus orientation upon arrival and will provide advice regarding matters which may enhance the Exchange experience.

Where graduate students are involved in research, the Parties shall determine ownership of intellectual property at the outset of the project.

It is understood that upon completion of the period of study at the Host University, Exchange Students are to return to the Home University. Students who wish to pursue their studies at the host university after the exchange will be subject to the admission and registration rules that apply to all non-exchange students and will be subject to the same registration and basic fees.

The parties will comply with all local, state and federal laws that affect them, including, but not limited to the Office of Federal Contract Compliance Programs, United States Export Control regulations, technology transfer, and GDPR.

Article 10

Academic credits earned by an Exchange Student during the period of exchange at the Host University may be transferred back to the Home University in accordance with procedures determined by the Home University.

Article 11

At ATU, the management of the exchange will be the responsibility of the Study Abroad Office and the International and Multicultural Student Services Office.

Institutional Coordinator at Arkansas Tech University:

Gabriele Haulmark
Study Abroad Coordinator
Arkansas Tech University
Dean Hall 116 E
402 West O Street

Russellville, AR 72801, USA

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To ensure and facilitate the implementation of the measures of this agreement, JLU will appoint a faculty member from the department or college participating in the exchange program to serve as its Faculty Exchange Coordinator. The Faculty Exchange Coordinator or his/her representative shall work closely with students to ensure the implementation of their proposed program of study and shall also function as the first point of contact in any matters pertaining to student discipline. Point of contact at JLU is:

Dominica Schepp, MA

Faculty 03 Exchange Coordinator

Justus Liebig University Giessen

Faculty 03 - Social Sciences and Cultural Studies

Karl-Gloeckner-Strasse 21E

D-35394 Giessen

Phone +49 641 99-23006

International@fb03.uni-giessen.de

Article 12

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos, trademarks or similar without prior written approval.

It shall be laid down that none of the parties of the contract enter into liability for possible loss or restrictions that arise unintentionally or by force majeure, especially because of the cancellation of working hours in administration and academic teaching.

Article 13

This Agreement shall become effective on the latest date signed below and shall remain in effect for a period of five (5) years from that date and may be renewed by mutual agreement after an evaluation. The Parties will review the exchange annually in order to maintain a balance in number of students exchanged. The Agreement may be terminated by either Party giving at least six (6) months' written notice. However, any exchange in progress will continue until completed.

Article 14

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.

This Agreement is drawn up in two (2) original copies in the English language, each Contracting Party receiving one (1) duly signed copy hereof

For Arkansas Tech University:

Dr. Robin E. Bowen

President

Place: Russellville, Arkansas, USA

Date: 30.08.2021

For Justus Liebig University

Prof. Dr. Joybrato Mukherje

President

Place: Giessen

Date: 30.09.2021