

JUSTUS-LIEBIG-



UNIVERSITÄT
GIESSEN

Der Präsident

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

31.05.2012

5.43.00 Nr.3

Exchange Agreement City University of Hong Kong

**EXCHANGE AGREEMENT
between
JUSTUS LIEBIG UNIVERSITY GIESSEN, GERMANY
and
CITY UNIVERSITY OF HONG KONG
HONG KONG SPECIAL ADMINISTRATIVE REGION
PEOPLE'S REPUBLIC OF CHINA**

Fassungsinformationen

Originalfassung unterschrieben am 18. Mai 2012, veröffentlicht am 31. Mai 2012.

Tabellarische Darstellung der Fassungsinformationen

	Präsident
Exchange Agreement	18.05.2012

Inhaltsverzeichnis

Fassungsinformationen	1
Tabellarische Darstellung der Fassungsinformationen	1
Contract conditions	3
Paragraph 1 - Purpose	3
Paragraph 2 - Academic Exchange	3
2.1 Goals	3
Paragraph 3 - Student Exchange	3
3.1 Principles	3
3.2 Coordinator	4
3.3 Student Selection	4
3.4 Student Obligations	4
3.5 Host and Home Institutions' Obligations	5
Paragraph 4 - Liability	5
Paragraph 5 - Changes and validity	5

Exchange Agreement City University of Hong Kong	31.05.2012	5.43.00 Nr.3	S. 3
---	------------	--------------	------

Justus Liebig University Giessen (JLU) is a lawful corporation under public law and at the same time a state institution, which was founded in 1607 and is dedicated to research and education. According to the "Hochschulgesetz" (§ 44 Section 1, clause 1, HHG) its representative is the University President, Prof. Dr. Joybrato Mukherjee. Its seat is Ludwigstrasse 23, 35390, Giessen, Germany.

City University of Hong Kong (CityU) is an organization which was founded in 1984 and is dedicated to research and education. Its representative is the University President Professor Way Kuo. Its seat is at Tat Chee Avenue, Kowloon, Hong Kong Special Administrative Region, People's Republic of China.

In accordance with the request for the establishment of cooperation between the two universities, the Faculty of Languages, Literature and Culture of the Justus Liebig University Giessen, Germany; and the College of Liberal Arts and Social Sciences, City University of Hong Kong agree to the following exchange agreement:

Contract conditions

Paragraph 1 - Purpose

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 Faculty of Languages, Literature and Culture of the Justus Liebig University Giessen, Germany; and the College of Liberal Arts and Social Sciences, City University of Hong Kong. The agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields. Both institutions shall, on the basis of reciprocity, support and promote the spirit of this Agreement to encourage academic collaboration and to facilitate the academic progress, physical relocation and cultural orientation of all exchange students

Paragraph 2 - Academic Exchange

2.1 Goals

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

- a. Exchange of teaching staff, and researchers for the planning or implementation of research and teaching projects:
 - i. Both parties agree upon the exchange of academic staff, covering the following fields: Curriculum development, mutual research projects.
 - ii. 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. The City University of Hong Kong may recommend suitable staff for such employment.
- b. 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.
- c. Exchange of scientific publications and institutional publications such as annual reports. Results of any research achieved during the collaboration period (such as research papers, developed samples, physical products, etc.) and attributable profits shall be shared among the parties concerned according to their agreed extent of contribution on the basis of consultation.
- d. Deepening of scientific relations through joint symposia/summer-schools/ conferences/workshops.
- e. Sharing of joint research results.

The actual implementation of the above collaborative projects shall be negotiated on a case-by-case basis pursuant to the needs of both institutions.

Paragraph 3 - Student Exchange

3.1 Principles

- a. Student exchange shall be on a one-to-one academic exchange basis with up to six semester-long places each year. Exchange students may study at the host institution for either a semester or a full academic year, whereas one academic year at CityU equals two semesters. The number of exchange students from each institution will be determined each year by mutual agreement between the Faculty of Languages, Literature

Exchange Agreement City University of Hong Kong	31.05.2012	5.43.00 Nr.3	S. 4
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and Culture (FLLC) of the Justus Liebig University Giessen and the College of Liberal Arts and Social Sciences (CLASS) of the City University of Hong Kong. The number may vary from year to year.

b. In each academic year, a maximum three semester-long places out of six semester-long places will be reserved for students of CLASS's Department of English ("CLASS EN") and FLLC's Department of English ("FLLC EN"). Nevertheless, flexibility of exchange places shall be allowed among departments within the CLASS of CityU and departments within the FLLC of JLU for any unfilled EN places as long as the total balance does not exceed six semester-long places.

c. Each institution shall be prepared to consider a disparity of exchange places in any given semester or year during the period of agreement. Review on any imbalance shall take place prior to the agreement renewal. The absence of exchange during any particular academic year is possible and does not nullify the Agreement.

d. 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.

e. If there are more students interested in participating in the exchange programme than places available in any year, these students may apply to be enrolled as "not-for-degree" visiting students subject to acceptance by the university and department under the normal admission procedures and tuition payment.

3.2 Coordinator

To ensure and facilitate the implementation of the measures of this agreement, each institution shall appoint a faculty member from the Faculty or College participating in the exchange program to serve as its Faculty or College Exchange Coordinator. The 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 or in the case of an emergency.

3.3 Student Selection

a. The exchange programme shall be open to undergraduate students of both institutions who have completed at least one year of undergraduate study if they are on a three year programme or two years of study if they are on a four year programme.

b. Both universities agree to admit qualified students from the partner university to a course of studies.

c. Exchange students from both institutions will be selected by the home institution, usually on the basis of academic merit and suitability, and recommended to the host institution under normal admission procedures.

d. The host institution retains the right to approve or reject the recommendation based on the students' qualifications in meeting the admission requirements at the host institution. If the host institution rejects any proposed candidates, the home institution may nominate suitable candidates for consideration.

e. Both institutions respectively reserve the right to determine dates by which exchange student candidates must be selected in order to guarantee efficient processing of their materials.

3.4 Student Obligations

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.

b. Expenses for transport, residence (board and lodging), living expenses, as well as health insurance in accordance with the regulations of the host country, shall be carried by the respective students. The host institution shall bear no responsibility for providing funds to any exchange student for any purpose.

c. During the stay in the host country the students are obliged to have sufficient health insurance coverage. Exchange students attending CityU are required to purchase their own insurance policy (which shall include but not limited to travel and health/medical insurance with worldwide protection) before they arrive at Hong Kong. CityU students attending those host institution will follow the instructions of the host institution and purchase insurance as required. No financial transaction will occur between partner universities.

d. Exchange students shall be responsible for securing their own accommodation. Assistance will be provided by the host institution in locating appropriate accommodation while no bed space is guaranteed at CityU. Given that applications reach JLU in time JLU guarantees accommodation in one of the University's halls of residence.

Exchange Agreement City University of Hong Kong	31.05.2012	5.43.00 Nr.3	S. 5
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e. Exchange students shall abide by the laws of the host country and the rules and regulations of the host institution.

f. It is the responsibility of the exchange students to obtain consent from their home institution that upon successful completion of study at the host institution, full credit will be granted towards the degree at their home institution.

g. It is not anticipated that spouses and dependents will accompany an exchange student. Such an arrangement is subject to the approval of the host institution on the understanding that the exchange student will be responsible for all additional expenses. Facility access, student services and other privileges of a full-time student will not apply to the exchange student's spouse or dependents.

h. Participation in an exchange under this agreement carries no expectation of subsequent transfer to the regular degree programmes of the host institution.

3.5 Host and Home Institutions' Obligations

a. The host institution shall provide exchange students with an identifiable contact responsible for assisting students with enrolment and welfare issues.

b. The host institution shall send a pre-departure package to each of the incoming exchange students, and organize an orientation programme for the students upon their arrival.

c. The host institution shall provide information to exchange students on local transportation from the airport to the campus.

d. The host institution shall establish records of exchange students with the same personal and academic information tracking as for regularly enrolled students. At the completion of the exchange, the host institution shall mail an official transcript to the responsible officer of the home institution.

e. Each institution shall assist exchange students in obtaining appropriate visas for the period of the exchange. However, each exchange student shall be responsible for obtaining his or her visa, passport or other necessary documents and paying for pertinent charges. The institutions shall not be liable for the failure of students to obtain the necessary documents.

f. In the event of emergency of the exchange student (such as accident or hospitalization), the host institution shall notify the home institution immediately when it becomes aware of such situation through the contact persons of the home institution.

Paragraph 4 - Liability

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.

Paragraph 5 - Changes and validity

a. This agreement may be altered by mutual agreement in writing.

b. 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. The agreement shall be renewed automatically on the same terms and conditions on a yearly basis if notice of termination is not given six months before expiration.

c. Student exchange programs that have already begun at the time of termination shall be carried out and supervised until the originally planned termination.

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

e. 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.

Exchange Agreement City University of Hong Kong	31.05.2012	5.43.00 Nr.3	S. 6
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Executed for and on behalf of City University of Hong Kong
23.04.2012, Professor Kingsley Bolton (Acting Dean, College of Liberal Arts and Social Sciences)

Executed for and on behalf of Justus Liebig University
18.05.2012, Prof. Dr. Joybrato Mukherjee (President)

Endorsed by
25.04.2012, Professor Julia Tao (Chief-of-Staff, City University of Hong Kong)