EXCHANGE AGREEMENT

between

JUSTUS LIEBIG UNIVERSITY GIESSEN (JLU), GERMANY

and

UNIVERSIDAD NACIONAL DE COLOMBIA

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The Universidad Nacional de Colombia, autonomous entity of the Colombian state, attached to the Ministry of National Education of Colombia, governed at the moment by Decree 1210 of 1993, with address in Carrera 45 No 26 – 85 Edificio Uriel Gutiérrez in the city of Bogotá D. C. – Colombia, represented by Professor Dr. Ignacio Mantilla Prada, named Rector by means of Resolution No 032 of 2012 and Possession Certificate No. 001 of 2012, acting according to articles 15º of the Agreement 011 of 2005, article 13 of Decree 1210 of 1993 and the article 3 of the Agreements and Contracts Manual adopted by Resolution of Rectory No 1952 of 2008 on one hand.

Justus Liebig University Giessen 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.

In accordance with the request for the establishment of cooperation between the two universities, Justus Liebig University Giessen (Germany) and Universidad Nacional de Colombia agree to the following exchange agreement:

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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 the Justus Liebig University Giessen and Universidad Nacional de Colombia. The agreement forms the basis of an enhanced cooperation comprising all areas of interest and a wide range of activities in different fields.

Paragraph 2: Goals

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.

Paragraph 3: Implementation

To ensure and facilitate the implementation of the measures of this agreement, each institution shall appoint a coordinator or coordination unit.

For Universidad Nacional de Colombia the implementation of this agreement will be coordinated by the Direction of International Affairs, Address: Carrera 45 No 26 – 85, Ed. Uriel Gutierrez Office 514; Bogotá, D.C., Colombia, Telephone (57-1) 316 5000 Ext. 18291, Email: dirori@unal.edu.co.

At Justus Liebig University Giessen the implementation of this agreement will be guaranteed by a faculty member from the department or college participating in the exchange program to serve as its Faculty Exchange Coordinator and supported by JLU’s international office. Address of the international office: Goethestr. 58, 35390 Gießen, Germany. Telephone: +49 (0)641 9912137, Email: internationales@admin.uni-giessen.de.

Paragraph 4: Student Selection

Both universities agree to admit qualified students from the partner university to a course of studies. Exchange students from both institutions will be selected by the home institution and recommended to the host institution. 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.
Paragraph 5: Student Exchange

(1) 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.

(2) The number of exchange students from each institution will be determined each year by mutual agreement between Universidad Nacional de Colombia and Justus Liebig University. The number may vary from year to year. Exchange students may study at the host institution for either a semester or a full academic year.

(3) 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. Both parties agree upon the exchange of information about courses of study and study projects.

(4) 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. 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. This does not exclude that at some point the student may benefit from support provided by the home university or by the host university, according to budget availability.

(5) At the end of the exchange period the host university shall issue the transcript of records of each student participant, with the corresponding number of credits.

(6) Each university shall accept the studies made at the other institution, according to the limits set by the relevant legislation.

(7) No financial transaction will occur between partner universities.

(8) Each University will (make every reasonable effort to) ensure that university – approved housing accommodations are made available to the other’s students.

Paragraph 6: Exchange of teaching staff

Both parties agree upon the exchange of academic staff in the following fields: Curriculum development, mutual counselling and mutual research projects.

Both parties agree to receive professors and researchers for the time periods and conditions established by both parties and according to their respective availabilities and pursuant to the following terms:

1. Those responsible for the agreement shall verify that the exchanges provide mutual benefit for both institutions and these exchanges maintain a fairly even exchange balance.

2. Professors and researchers shall continue to receive their remuneration from their home university and benefit from all rights provided for in the respective bylaws while regarding the limits imposed by currently-in-effect laws and regulations in each country.

3. The participants in this exchange shall personally make sure that they obtain the necessary visas and that they comply with all laws and regulations concerning immigration of the respective host country. If necessary, and with the aim of facilitating possible procedures for obtaining visas, the respective host university shall provide its assistance, but will not be responsible for guaranteeing that visas, permissions or authorizations for visits are obtained.

4. During the stay in the host country the participants in teaching staff exchange shall have sufficient insurance coverage in accordance with the regulations of the host country. Each particular mobility shall be evaluated and approved by the academic unit to which the potential participant belongs.
5. 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 Universidad Nacional de Colombia may recommend suitable staff for such employment.

**Paragraph 7: 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 8: Changes and validity**

(1) This agreement may be altered by mutual agreement in writing.

(2) This agreement shall come into effect as of the day of its ratification by the representatives of both universities and is valid for three (3) years effective as of the day of ratification. The agreement shall be evaluated and renewed automatically on a yearly basis if notice of termination is not given six (6) months before expiration. Student exchange programs that have already begun at the time of termination shall be carried out and supervised until the originally planned termination.

(3) In order to realize and implement the agreement, identical copies of the contract shall be signed by the partners in English. One copy shall remain with each partner.

**Paragraph 9: Differences settlement**

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.

**Paragraph 10: Financial Conditions**

The parties will attempt to ensure, according to their budgets, the necessary means to put this Agreement into action and it is necessary, to ask for their means from agencies that promotes research. The signing of this Agreement does not generate immediate financial obligation to any part.

Representatives of both institutions sign this Agreement, in two (2) original copies in English.

Bogotá D.C.
For Universidad Nacional de Colombia
Prof. Dr. Ignacio Mantilla Prada
President

Giessen, 01.04.2014
For Justus Liebig University Giessen
Prof. Dr. Joybrato Mukherjee
President