

Der Präsident

5.43.07 Nr. 4

# Mitteilungen der Justus-Liebig-Universität Gießen

25.07.2017

Austauschabkommen Nara Institute of Science and Technology

# ACADEMIC EXCHANGE AGREEMENT BETWEEN JUSTUS LIEBIG UNIVERSITY GIESSEN AND NARA INSTITUTE OF SCIENCE AND TECHNOLOGY

# Version information

Academic Exchange Agreement: 03.07.2017.

## Tabular presentation of the version information

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Nara Institute of Science and Technology (NAIST) is a National University Corporation in Japan, which was founded in 1991 and is dedicated to research and education in advanced science and technology. NAIST is represented by the president, Prof. Dr. Naokazu Yokoya, with its address at 8916-5 Takayama-cho, Ikoma-shi, Nara-ken 630-0192, Japan.

Justus Liebig University Giessen (JLU) 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.

On the basis of their Memorandum of Understanding, concluded on December 15, 2011, JLU and NAIST herewith renew their contract as an academic exchange agreement to prolong and further strengthen the collaboration. JLU, in particular its Faculty of Mathematics and Computer Science, Physics, Geography, and NAIST, in particular its Graduate School of Materials Science, therefore agree to the following academic exchange agreement.

#### **Contract Conditions**

#### Paragraph 1

#### Purpose

The aim of the agreement is to promote graduate student exchange and closer cooperation in research and teaching as well as the development of joint projects between JLU and NAIST. 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 academic staff, researchers, graduate students (Master's and doctoral levels) and/or administrative 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.

#### Paragraph 3

#### Coordinator

To ensure and facilitate the implementation of the measures of this agreement, each institution shall 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 or in the case of an emergency.

#### 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

a) The number of exchange students from each institution will be determined each year by mutual agreement between JLU and NAIST. The number may vary from year to year but shall not exceed the number of three students per academic year. The study period of the accepted students at the host institution shall not exceed one academic year.

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

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c) 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. However, the exchange students shall pay to the host institution such general and administrative costs and expenses as may be charged by the host institution. Before the ex- change students depart from their home institution, the host institution shall inform the students about their obligations to pay such costs and expenses.

Expenses for transport, residence (board and lodging), as well as health insurance 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.

No financial transaction will occur between partner universities.

d) The major field of study for each accepted student shall be any field within the framework of this agreement where the accepting party can appoint a qualified faculty member to supervise the accepted student and can provide an appropriate education curriculum.

e) Each accepted student must possess sufficient language ability required for following the student's course of study at the accepting party.

f) 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.

g) The host institution shall provide to the home institution a certificate of the coursework completed by each of the accepted students at the host institution and appropriate information on the academic performance achieved by the student at the host institution. The home institution shall be responsible for the recognition of the academic credits of the student, taking into account the host institution's assessment and certification.

h) Each University will make every reasonable effort to ensure that university-approved housing accommodations are made available to the incoming students.

#### Paragraph 6

#### Exchange of Academic Staff

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

#### Paragraph 7

#### **Crisis Management**

Both institutions shall mutually cooperate concerning the management of crises or risks that may arise during the course of the student exchange.

#### Paragraph 8

#### 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 programs.

#### Paragraph 9

**Changes and Validity** 

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

b) This Agreement will remain in force for five (5) years from the date of its signing ("Initial Term") and may be renewed by mutual agreement after an evaluation at least six months prior to the expiration of the Initial Term

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or any renewal term. It may also be declared invalid by any of the parties, by means of notice in writing with the minimum period of sixty (60) days. Exchange programs that have already begun at the time of termination shall be carried out and supervised until the originally planned termination.

c) The terms of this Exchange Agreement may be jointly reviewed by the parties and may be amended, revised or modified at any time by mutual agreement of the parties.

d) In order to realize and implement the agreement, two identical copies of the contract shall be signed by the partners. One copy of each translation shall remain with each partner.

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.

Nara, 03.07.2017 For Nara Institute of Science and Technology Prof. Dr. Naokazu Yokoya President Giessen, 03.07.2017 For Justus Liebig University Giessen Prof. Dr. Joybrato Mukherjee President