

JUSTUS-LIEBIG-



UNIVERSITÄT  
GIESSEN

Der Präsident

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

**11.05.2017**

**5.42.00 Nr. 17**

Kooperationsabkommen Justus-Liebig-Universität Gießen – Monash  
University

**Cooperation Agreement  
between  
Justus Liebig University Giessen (JLU), Germany  
and  
Monash University, Australia**

**Version information**

Cooperation Agreement: 26.03.2017

**Tabular presentation of the version information**

	President
Cooperation Agreement	26.03.2017

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Monash University ABN 12 377 614 012 of Wellington Road, Clayton, Victoria 3800, Australia is a body corporate established under Monash University Act 1958 (Vic.) and now constituted under the Monash University Act 2009 (Vic.). Monash has developed an international reputation for excellence in research and education. Its representative is the Deputy Vice-Chancellor Professor Abid Khan.

Justus Liebig University Giessen is a corporation under public law with legal capacity and at the same time a state institution 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 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, JLU and Monash agree to the following cooperation agreement.

## **Contract conditions**

### **Paragraph 1 – Purpose**

The aim of the agreement is to promote international exchange and closer cooperation in research and teaching as well as the development of joint projects between Justus Liebig University Giessen and Monash. 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 contracting parties intend to cooperate academically in the following areas:

1. Exchange of teaching staff and researchers for the planning or implementation of research and teaching projects.
2. Exchange of undergraduate and graduate students.
3. Mutual support in the supervision and international networking of doctoral candidates (for example, by simplifying access to research institutions and by facilitating contacts to scholars as well as making it possible to present projects at the institutions concerned).
4. Promotion and common supervising of graduate student projects in the context of a binational degree (Cotutelle).
5. 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.
6. Exchange of scientific publications.
7. Use of the available infrastructures for research in the areas of the international cooperation.
8. Development of common research and teaching projects.
9. Intensification of scholarly relationships through symposiums/ summer schools/ conferences/ workshops carried out together.

Each of these and other such activities will be conducted in accordance with terms and conditions to be negotiated in good faith and agreed in writing.

### **Paragraph 3 – Coordinator**

To ensure and facilitate the implementation of the measures of this agreement, each institution shall assign a liaison coordinator overseeing planned activities covered by this agreement. The liaison coordinator shall prepare an annual work plan, evaluate the latter upon its completion and, in accordance with University regulations, and report to the faculty deans on the progress of cooperation.

### **Paragraph 4 – Implementation**

Both Universities declare themselves ready and willing to admit appropriately qualified undergraduate and postgraduate students of the other University to courses of study on an exchange basis.

(1) The number of exchange students from each institution shall be determined in an annual plan of action. The fulfilment of this plan of action shall depend on the respective financial situation of each party and on other

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conditions to be negotiated in good faith and agreed in writing. The activities agreed shall in the first instance be financed via third-party funding. The parties to this Agreement shall endeavour to obtain third-party financing for the goals and activities within the domains of research, teaching, and exchange as set out in §2 above. Ease of access to existing facilities and services within each institution shall be negotiated within the framework of this Agreement.

(2) Concerning the admission of graduate students to the respective graduate centers, the directors, managing directors and coordinators of both graduate centers will make decisions according to their respective admission procedures.

(3) If the participating institutions agree upon a regular exchange of staff to teach staff or students German or English and if JLU or Monash appoint staff to this end, the period of such employment shall not exceed two years. Monash and JLU may recommend suitable staff for such employment. The receiving institution shall be responsible for selection of staff.

### **Paragraph 5 – Exchange Conditions**

Terms and conditions for the exchange of students will be separately agreed in writing between the parties.

### **Paragraph 6 – Liability**

(1) It is hereby specified that the contracting parties agree that this Cooperation Agreement is not intended by the parties to be legally binding and nothing in this agreement prevents either party from entering into collaborative arrangements with other organisations covering the same subject matter.

(2) The parties each agree that, subject to the laws of that party's country, neither will be liable to the other for damages or injuries that may result unintentionally or by means of a higher power, in particular due to the loss of working hours in administration and academic teaching.

### **Paragraph 7 – Duration and termination**

(1) Informal requests for participation shall be addressed to the respective coordinator.

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

(3) 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 may be terminated by either of the parties by written notice 60 days before termination.

Student exchange programs, exchange arrangements for graduate students and other common activities that are already being carried out at the time of the notice are to be continued and supervised together until their originally planned conclusion is reached.

(4) In order to realize and implement the agreement, two identical copies of the contract shall be signed by the partners.

This cooperation 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.

Monash, 23. March 2017  
 For Monash University  
 (Unterschrift)  
 Prof. Zlatko Skrbis  
 Vice-Provost (Graduate Education)  
 Office of the President and Vice-Chancellor

Giessen, 23. March 2017  
 For Justus Liebig University Giessen  
 (Unterschrift)  
 Prof. Dr. Joybrato Mukherjee  
 President

(Unterschrift)  
 Prof. Abid Khan  
 Deputy Vice-Chancellor and Vice President  
 (Global Engagement)