

**Mitteilungen der
Justus-Liebig-Universität Gießen****15.01.2014****5.42.01 Nr. 4**
Kooperationsabkommen

**Cooperation agreement
between
Justus Liebig University Giessen (JLU), Germany
Faculty of Law
and
HANOI LAW UNIVERSITY, VIETNAM**

Hanoi Law University is a public university specializing in law and legal studies which was established in 1979 under the management of the Ministry of Justice of Vietnam. Its representative is the University Rector, Dr. PHAN Chi Hieu. Its seat is 87, Nguyen Chi Thanh, Dong Da, Hanoi, Vietnam.

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" (§ 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 Justus Liebig University Giessen (Germany) and Hanoi Law University, hereinafter referred to individually as each party and collectively as the two parties, 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 the two parties. 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 two 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. 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.
4. Exchange of scientific publications and development of joint publications.
5. Use of the available infrastructures for research in the areas of the international cooperation.

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6. Development of common research and teaching projects.
7. Intensification of scholarly relationships through symposiums/ summer schools/ conferences/ workshops carried out together.

Paragraph 3 – Coordinator

To ensure and facilitate the implementation of the measures of this agreement, each party shall appoint an Exchange Coordinator. The Exchange Coordinator shall prepare an annual work plan, evaluate the latter upon its completion and, in accordance with University regulations, report to the faculty deans on the progress of cooperation.

Paragraph 4 – Implementation

The two parties declare themselves ready and willing to admit qualified undergraduate and postgraduate students of the partner institution to courses of study.

1. The number of exchange students, teaching staff and researchers 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 conditions. The activities agreed shall in the first instance be financed via third-party funding. The two 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 party shall be guaranteed 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.

Paragraph 5 – Exchange Conditions

1. 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. Administrative fees, 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.
2. 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 two 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.
3. The two parties agree that the number of participating teachers and researchers must be in accordance with the needs and capacities of the host university. Acceptance of visiting teachers and researchers shall depend on concrete proof of available financial means (e.g., grants and stipends), and the period of guest residence shall be limited.
4. No financial obligation shall arise from the present Agreement. The two parties shall undertake to apply to national and international support programs for funding of student exchanges. The financial requirements of the respective host university (for example enrolment fees, consolidated fee for the use of university facilities) are to be respected and met by the visiting student.
5. In order to cover the costs arising from the period of residence of visiting scholars and researchers, the two parties shall make use of third-party funding. The two parties shall do all they can to obtain the necessary funding for the fulfilment of the partnership.

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Paragraph 6 – Liability

It is hereby specified that no party is liable for damages or injuries that may result unintentionally or by force majeure, and no party is liable to make up for the loss of working hours in the university administration and in academic teaching.

Paragraph 7 – Resolving differences

This exchange agreement is an expression of goodwill of the two parties. Problems that might arise due to interpretation, fulfilment or further development of the agreement, shall be solved by mutual agreement.

Paragraph 8 – Amending and Supplementing

This agreement may be altered by the two parties by mutual agreement and in writing. Future amendments and supplements follow the same conditions as the present agreement. Amendments and supplements shall be effective from the date the two parties agree.

Paragraph 9 – Duration and termination

1. Informal requests for participation shall be addressed to the respective coordinator.
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 years.
3. The agreement shall be renewed automatically on a yearly basis unless notice of termination is given six months before expiration.

The agreement may be terminated in writing by any of the parties 60 days before termination.

4. Student exchange programs 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.

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

Hanoi, 02.05.2013
For Hanoi Law University
Dr. PHAN Chi Hieu
Rector

Giessen, 04.06.2013
For Justus Liebig University Giessen
Prof. Dr. Joybrato Mukherjee
President