**Cooperation Agreement**

**on the Cooperation in Research and Teaching**

**between**

**Friedrich-Alexander-Universität Erlangen-Nürnberg**

**for its …**

**…**

**represented by the Dean**

**…**

**– hereafter FAU –**

**and**

**……...**

**Preamble**

The partners concerned agree in their mutual interests to further, develop and lend permanent support to the cooperation between their institutions in the areas of research and teaching. In the initial period the main focus will concentrate on the following fields of interest:

…….

The focus may be extended by continuing discussion within the partner institutions. With this aim in mind they agree on the following points:

**§ 1**

**Extent and Aims of the Agreement**

(1) The purpose of the cooperation in research and teaching is

1. to promote student exchange (the exchange of undergraduates, graduates, postgraduate doctoral research students, scholars) for the purpose of study, doctoral research or some other academic qualification,
2. to promote academic exchange between teaching staff (the exchange of university teaching staff and other academic staff/faculty) with a view to gaining further qualifications or for teaching, study and research,
3. to organize and conduct joint conferences, study groups, courses or meetings,
4. to pursue joint research projects,
5. to promote the mutual exchange of information resulting from the exchange of research results, academic material and publications,
6. to learn the language of the host country in conjunction with the exchanges

specified in nos 1 and 2.

(2) The parties named in the agreement will confer and agree on suitable means for putting the goals set out in section 1 into practice.

**§ 2**

**Persons Bearing Responsibility for the Cooperation**

In order to implement the aims envisaged in the agreement on teaching and research more easily and efficiently, each party bound by the agreement will name a member of the academic staff as liaison partner (q.v. Annex 1). The liaison partners will be responsible for the organisational measures needed to implement the agreement and for ensuring that they are carried out. In addition, they will be available *in situ* as partners to assist and facilitate the work of beneficiaries of the agreement.

**§ 3**

**Student Exchange**

(1) The number of students from each institution participating in the exchange will not necessarily be equal in any given year. However, it is expected that a balance of incoming and outgoing students will be maintained over the term of this agreement. Reciprocal exchange, for the purpose of this agreement, is defined as an exchange of an equal number of graduate students from each Institution, with parity to be achieved over a period of this understanding. The number of participants should not exceed … students a year, but may be increased by mutual agreement of both institutions.

(2) The sending partner institution will put forward the names of suitable candidates for the exchange. The candidates will be students who are completing an undergraduate or graduate program at their respective institution in one of the fields mentioned in the Preamble. Participants in the exchange will be required to have completed at least one (1) year of full-time studies at the home institution prior to participation in the exchange. Participating graduate students should have completed at least one (1) semester of studies at the home institution. The students’ command of the language of the host country must be sufficient for them to fulfill the aims of their exchange and to gain benefit from it.

(3) The candidates must fulfill the matriculation requirements of the host institution, whereby the host institution commits itself to show as much leniency as the rules applicable in the host country permit in solving questions that may arise.

(4) The exchange students are fully enrolled as non-degree special students with all the pertaining rights and obligations at both institutions. They will have the same access to university facilities as full student members of the host university, including library, sports and student union facilities and student clubs. The exchange students are subject to the rules and regulations of the host institution. The host institution reserves the right to dismiss any participating student at any time for considerable academic or personal misconduct. The dismissal of a participant shall not abrogate the Agreement for the arrangements regarding other participants.

(5) No fees are to be charged for tuition at the host institution. Any additional charges, including any for social services, are dependent on the regulations of the receiving institution. At FAU all visiting exchange students have to pay a once-per-term fee for administrative costs/student service (Studentenwerksbeitrag) and for public transportation (VGN semester ticket). This fee must be paid by the exchange student at the beginning of each term. The fees are subject to change without prior notice.

(6) The exchange student is responsible for having the obligatory adequate health/medical insurance coverage as well as for all living expenses incurred in the exchange period (travelling, board and accommodation costs, medical costs or any personal expenses and costs), including any university expenses other than tuition fees.

(7) Courses for participation are free of choice within the study programs participating in the exchange as set out in the preamble. Each institution will inform the partner in a timely manner of courses which are not open to participants in the exchange program. At FAU, courses of admission-restricted study programs are never open for participation. Apart from that, individual course prerequisites and additional selection procedures may apply for some courses for students to be admitted.

(8) At the end of academic year or semester stay, the participants in the exchange will receive a report / official transcript of their academic achievement. Both parties will assist exchange students of this program with the recognition of academic credits earned at the host institution. To facilitate this, the home institution and the participant should conclude a specific learning agreement prior to the participation in the exchange.

**§ 4**

**Academic Staff Exchange**

(1) The partners regulate the exchange of staff and other academic personnel by agreeing on suitable applicants.

(2) Unless otherwise agreed in writing, the staff does not become employees of the host institution.

(3) The partners commit themselves to providing appropriate working conditions.

(4) § 3 section 6 applies here accordingly.

**§ 5**

**The exchange of information**

(1) The partners agree to exchange information regularly on academic courses and events.

(2) Both partners will ensure that student information as set out in Art. 13 of the General Data Protection Regulation (GDPR) is protected against unauthorized access, use, modification and disclosure and other misuse. The partners will not both use or disclose student information, other than for the purposes of this agreement, without the prior written consent of exchange students, unless required or authorized by law.

**§ 6**

**Commencement, Duration, and Termination**

(1) The agreement takes effect after ratification from both sides.

(2) The agreement is written in English.

(3) The agreement is valid for a period of five years. It is extended for a year at a time unless one of the partners terminates it by giving written notice three months before the end of the calendar year. The termination of this agreement shall not affect the programs and projects under execution.

**§ 7**

**Clarification and intellectual Property**

(1) This agreement does not create any further right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

(2) Nothing in this agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties.

(3) Should any collaborative research activities under this agreement or its subsequent agreements result in any potential for intellectual property, both parties shall seek a fair understanding as to ownership and other property interests that may arise. In these cases the conclusion of a special written agreement will be necessary in principle.

(4) Both of the contractors agree to solve any probable complication with goodwill and negotiations of the responsible persons from both sides.

**§ 8**

**Prorogation and applicable law**

Any disputes regarding this agreement shall be referred to the courts in the principal place of defendant as the exclusively agreed competent court of the first instance. This agreement and all disputes and claims arising from its subject matter shall be governed by the lex fori.

**§ 9 Amendments and additions**

No other agreements or supplements to this agreement have been made. Any amendments and additions to this agreement must be made in writing. This also applies to a waiver of the requirement to make amendments and additions in writing.

**§ 10 Severabilty**

If one of the provisions of this agreement is or becomes invalid or if an omission has been made in the agreement, this shall not affect the legal validity of the other provisions. In this case, a valid substitute provision shall be agreed which comes as close as possible to the economic intention of the parties to the agreement; the same shall apply in the event of an omission.

On behalf of FAU On behalf of the …

Prof. … Professor …

Dean …