

Agreement of Cooperation and Exchange
between the University of Osnabrück, School of Law,
Germany
and the National University of Kaohsiung, College of Law

I. General

The University of Osnabrück (UOS), School of Law, Germany and the National University of Kaohsiung, College of Law, hereby agree to cooperate under the terms described below in order to promote academic and educational cooperation and exchange between the two institutions towards the internalization of higher education.

Subject to mutual consent, the areas of cooperation shall include any academic program offered at either institution considered of interest to the parties, and that according to the latter, will contribute to the fostering and development of cooperation initiatives, which include in particular but are not limited to:

- the exchange of students (graduate and undergraduate)
- the exchange of faculty and/or other staff
- the exchange of publications
- the promotion of scientific, academic and cultural activities such as short term courses, seminars, workshops and conferences of mutual interest
- joint research projects

II. Terms of the Agreement

1. Student Exchange

- 1.1. The universities agree to accept students for one or two terms yearly from the other university. The number of exchange students will be defined and agreed upon annually on the basis of exchange seats available in both institutions.
- 1.2. The home institutions will nominate candidates for the exchange. Exchange candidates must apply formally for admission to the host institution, providing application documents required by the host institution. All nominations will be made bearing in mind the normal requirements of the receiving institutions, which will decide on the acceptability of the students nominated. The host institution reserves the right to make final judgements on the admission of exchange students.
- 1.3. Exchange students will be permitted to choose courses at the host institution which correspond on type and level to courses that they are required to take in their home university, thus they will be eligible for transfer. Exchange students will be enrolled as full-time non-degree students at the host institution. Thus, exchange students must take sufficient courses at the host institution to be

considered full-time students. Both institutions will provide each other with a transcript of courses for each student who has participated in the exchange.

- 1.4. Students who wish to enroll in a degree program at the host university must have undergone the normal admission procedures of that institution.
- 1.5. The exchange student should demonstrate language proficiency at an adequate level in the host country's language and/or in English.
- 1.6. Each host institution will waive tuition and other fees incurred by the exchange student for registration and admission. At the University of Osnabrück however, all students (locals and international) must pay a "social fee" per semester (including semester ticket for free use of public transport in Osnabrück) that cannot be waived.
- 1.7. Both institutions will reserve accommodation for the incoming exchange students in university accommodation or will assist exchange students in finding suitable accommodation.
- 1.8. Exchange students must have sufficient funds to cover any expenses not covered by the home or host institution. Exchange students will be responsible for transportation to and from the host institution, medical insurance, accommodation and meals, textbooks and personal expenses and all debts incurred during the exchange period.
- 1.9. Exchange students shall have all the rights and duties at the host institution which the institution establishes for its own fulltime students. Therefore, exchange students must abide all rules and regulations of the host institution for the duration of the exchange.
- 1.10. Upon completion of the exchange period, the exchange students are expected to return to their home institution. Any extension of the stay must be approved in writing by the designated official of each department in question upon recommendation of the liaison officer.

2. Faculty/Staff Exchange

- 2.1. In cases agreed upon, members of the academic staff will be invited to the host institution for teaching and/or research visits. The duration shall be determined on a case-to-case basis and after mutual agreement. Visiting faculty must have a sufficient command of the language of instruction if they are invited to teach.
- 2.2. The home institution will maintain their staff member on full salary during the period of exchange. The host institution will provide workspace, access to the library and other facilities and will assist the staff member in finding accommodation.
- 2.3. Traveling expenses from the home institution to the host institution will be covered by the institution sending out its member or members. Any other terms

regarding necessary travel fees, accommodation and daily allowance inside the host country will be agreed upon in writing at least two months before the commencement of the respective exchange.

- 2.4. Each faculty and research exchange participant must obtain medical insurance coverage during the exchange period. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting scholars.
- 2.5. Exchange faculty and researchers shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts but will not be responsible to assure the granting of visas, permits or approvals.
- 2.6. Should any faculty and research collaboration result in any potential for intellectual property, the Parties shall meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Parties.

3. Other exchanges and joint projects

As for joint projects, special short-term academic programmes, joint seminars, joint meetings or other exchanges and activities, the terms shall be mutually discussed and agreed upon in writing both parties prior to the initiation of the activity.

Such agreements will constitute appendixes to this Memorandum of Agreement and will state the objective, duration, budget, activities to be carried out by each party and other conditions. They shall be approved by the corresponding authority of each institution.

III. Administrative and legal guidelines

Each institution designates an individual who will serve as the liaison officer for this agreement. The liaison officer will be responsible for coordinating the specific aspects of the cooperation. The designated liaison officers for this Memorandum of Agreement are:

For the University of Osnabrück, School of Law:

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For National University of Kaohsiung, College of Law:
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Position: Professor
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This agreement of cooperation will be valid for a period of five (5) years and will be renewed for a further five (5) year period if neither of the two contractual partners has given written notice of cancellation at least six months before the contract expires.

Amendments or changes to the contract must be made in writing and with the mutual consent of the two partners.

This agreement takes immediate effect after its approval and ratification by both partners and the appropriate signatures. In witness hereof, the parties hereby affix their signatures to this document in two counterparts.

For the University of Osnabrück

For the National University of Kaohsiung,

Prof. Dr. Mary-Rose McGuire, M. Jur.
Dean

Prof. Dr. Cheng-Ken Chen
Dean



Date:

Date:



Prof. Dr. Susanne Menzel-Riedl
President

Prof. Dr. Yueh-Tuan Chen
President



Date:

Date:

Dr. Wilfried Hötter
Vizepräsident
für Personal u. Finanzen