



Fachhochschule Köln
Cologne University of Applied Sciences

Cooperative Agreement

between

Fachhochschule Köln
Cologne University of Applied Sciences
Cologne, Germany

and

Instituto Universitario ESEADE
Buenos Aires, Argentina

on

Academic and Research Collaboration

Preamble

In recognition of the mutual benefits deriving from scholarly interaction, Cologne University of Applied Sciences and Instituto Universitario ESEADE agree to establish this agreement which provides for collaboration on academic and research related activities.

§ 1 - Scope of the Cooperation

§ 2 - Area of the Cooperation

§ 3 - Student Exchange

§ 4 - Academic Staff Exchange

§ 5 - Administration

§ 6 - Financial Obligations

§ 7 - Duration and Termination of the Agreement

§ 1 – Scope of the Cooperation

The purpose of this agreement is to establish academic and scholarly cooperative projects that are of mutual interest to colleges, institutions and departments of each university. These projects may be continued and renewed by mutual consent.

§ 2 – Area of the Cooperation

The implementation of the collaboration mentioned in article 1 will be by:

1. Collaborative research activities (including exchange of faculty members and research students).
2. Participation in seminars and academic meetings.
3. Exchange of academic materials and other information.
4. Reciprocal exchange of students and staff.
5. Both parties agree that all specific arrangements are to be negotiated and are dependent on the availability of funds. The universities will adhere to the principle of reciprocity, and expenses incurred will be borne by the home university.

§ 3 – Student Exchange

The exchange of students will take place according to the following procedures:

A. Principles

1. Student exchange will be based upon the principle of two places for one semester or one place for two semesters available each year.
2. The exchange may take place if one of the universities has a confirmed candidate; this does not entail any obligation of the receiving institution to send their own candidate.
3. It is the intention that the agreement be kept in balance and therefore does not allow for the accrual of more than two semester-long or one year-long place by either party. The absence of exchange during any one academic year is possible and does not nullify the agreement.
4. Exchange students enrol as "non-degree" students and are exempt from application and tuition fees. They may, however, have to pay other incurring fees.
5. If there are more students interested in participating in the exchange program than places available in any given year, students can apply to be enrolled as "non-degree" study abroad students and pay the standard fee set for all study abroad students.
6. Each participant in the exchange will enjoy the same rights and privileges as students of the host institution and will be expected to abide to the rules and regulations of the host university.

B. Selection

1. The exchange program is open to undergraduate and graduate students who have completed at least one year of study and are in good academic standing at the home institution.
2. Participating students will be selected by the home institution on the basis of academic merit and suitability to undertake a period of study abroad. They are subject to acceptance by the receiving institution undertaking a special admission procedure for exchange students.
3. If the receiving institution rejects any proposed candidate, the sending institution may nominate additional candidates for consideration.

C. Students' Obligations

1. Exchange students pay tuition and any other study related costs at their home institution.
2. Exchange students are responsible for their own international transportation.
3. Exchange students are responsible for their own financial support which includes their accommodation and living expenses. The host institution bears no responsibility for providing funds to an exchange student for any purpose.
4. Exchange students are responsible for contracting their own medical insurance in accordance with the policy of the host institution. Each student is responsible for purchasing adequate health insurance valid in the host country. Government regulations for health insurance in the host country have to be followed under the terms of this agreement.
5. While exchange students will be responsible for securing their own accommodation, each institution will assist exchange students to locate appropriate accommodation.
6. Exchange students will abide by the laws of the host country.

D. Host Institution Obligations

1. Each institution will provide exchange students with an identifiable contact who will be responsible for assisting students with enrolment, housing, and other issues.
2. Each institution will assist its participants in obtaining the appropriate visa for the period of the exchange. Notwithstanding, each participant shall be ultimately responsible for obtaining his/her visa, passport or other necessary documents and paying for them. The institutions shall not be liable to each other or to any participant for the failure of the participant to obtain the necessary documents.

Funding of academic staff visits will be based on the following general principles:

1. Faculty exchanges may be arranged at the host institution for the full academic year or for a single semester. In special circumstances, exchanges of a shorter duration may be arranged.
2. Travel costs of persons participating in this exchange program, or those invited by the partner university, will be covered by the home institution, unless otherwise agreed.
3. The costs for materials which relate to the program of persons named under clause 4.1 will be covered by the host university.
4. The host university will assist visiting staff in finding appropriate accommodation.
5. Other regulations concerning academic staff exchange may be agreed upon by mutual consent.

§ 5 – Administration

Both institutions will identify staff to coordinate specific activities or programs.

§ 6 – Financial Obligation

This agreement does not involve any financial obligation for any party, other than that identified in article 4. Both parties will seek suitable national and international funding sources for the support of this agreement.

§ 7 – Duration and Termination of the Agreement

This agreement is one for cooperation and discussion between the institutions in the pursuit of the objectives expressed in the preamble. Nothing in this agreement shall be deemed to constitute a partnership, joint venture or other legal relationship between the parties.

This agreement will be effective from the date of signing for an initial period of five years and may be subject to revision or modification by mutual agreement. The agreement will be reviewed by both parties at the end of the fifth year, with a view to either renewal of the contract or termination.

The agreement may be terminated by either party by that party providing six month written notice of termination to the other party.

The undersigned, by their signatures, approve the preceding agreement.

for Fachhochschule Köln / Cologne University of Applied Sciences

Name and Function

Place and Date

For Instituto Universitario ESEADE

Carlos Newland, Rector, Buenos Aires, 9 de marzo de 2012.

[Handwritten signature]



Köln, 15.3.2012

Prof. Dr. Joachim Metzner
Präsident