CO-OPERATION AGREEMENT TO ESTABLISH A DOUBLE BACHELOR’S/MASTER’S DEGREE PROGRAMME

between

Friedrich-Alexander-Universität Erlangen-Nürnberg,
represented by Professor Dr. _________________, Dean of the Faculty of_________,
Address, code Erlangen,
Germany
Hereafter named “FAU”
and

, represented by

Hereafter named “ ”

Preamble
The purpose of this Co-operation Agreement is to promote the establishment of a Double Bachelor’s/Master’s Degree Programme jointly organised by FAU and , starting in the academic year . The double degree programme will involve the Bachelor’s/Master’s degree programme at FAU and at .

§ 1 - Objectives
In particular, the principal objectives are to (1) enhance institutional profile, (2) enlarge educational offerings, (3) promote student and staff mobility, (4) share expertise in the fields of education, quality assurance, and internationalisation, (5) increase international students’ mobility, (6) internationalize the curriculum, (7) raise graduate employability, and (8) attract foreign students.

§ 2 - Content of the programme of co-operation
Both universities agree to develop and implement a study plan in conformity with the examination regulations of the home and host university referring to the curricula of the Bachelor’s/Master’s degree programme at FAU and at .

The content of the double degree programme, approved by the relevant authorities of both institutions, will be added to the existing Co-operation Agreement subject to mutual agreement between the parties (Appendix ). The curricula could be updated upon approval from both universities that must be done in written form.

§ 3 - Admission requirements
Both universities agree to accept the students admitted to this double-degree-programme according to the admission regulations of the partner institutions. To be admitted at FAU, the students must have completed semesters of study at
their home university and obtained at least credits. To be admitted at FAU, students must have completed semesters of study and obtained at least credits.

The required German level at FAU is or an equivalent score in another internationally recognised test. The required English (XXX) level at FAU is or an equivalent score in another internationally recognised test. At , proof of good German/English proficiency is required. Details on the application requirements and admission procedure will be provided as attachment (Appendix ).

The number of students that will participate in this double degree programme will be in both directions each year/jointly determined by both institutions on the yearly basis, aiming for balance.

§ 4 - Registration procedures
Students shall be enrolled as regular (degree-seeking) students at both universities. They shall have the same rights and obligations as regular students.

If any student violates any law of a certain degree of severity in the country of the host institution, that host institution may expel the student and withdraw academic sponsorship of that student.

§ 5 - Exams and academic regulations
Both universities will recognise the courses, examination results, and grades the students admitted to the Double Bachelor's/Master’s Degree Programme have obtained at their home and host university. Details on the recognition of courses at the home university will be provided as attachment (Appendix ).

The host university shall send a transcript of records to the home university as soon as the grades are granted. The host university shall deliver a letter of confirmation to the home university that the student has fulfilled all the requirements necessary to obtain the host university's Bachelor's/Master's degree. If the student has not fulfilled the host university's requirements and is not eligible for the degree, the home university shall take the decision concerning the awarding of the home university's degree.

§ 6 - Degree awarding
Upon the completion of the double degree procedure and fulfilment of all relevant requirements at both institutions, FAU will award the student the degree . The will award the student the degree. Both universities will issue separate certificates according to their respective regulations.

Both certificates clearly state that one degree has been awarded in a double degree procedure and that therefore both certificates are only valid in combination. The certificates enable the student to use the academic grade in the Federal Republic of Germany and the in .

§ 7 - Financing
Both universities agree that appropriate funding to implement and develop the double degree programme must be secured.
Both universities agree that students participating in this double degree programme shall be exempted from payment of any tuition fees at the host institution. All visiting exchange students at FAU shall pay a once-per-term fee for administrative costs 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.

The students must have sufficient funds to cover all costs that are not sustained by the home university and the host university.

The students shall be obliged to cover any travelling, board and accommodation costs as well as any personal expenses and costs.

The students are responsible for arranging and paying for medical assistance. Students must ensure that they have adequate health/medical insurance coverage and visas.

§ 8 - Coordination Committee
Each university will designate a responsible person who will co-ordinate the activities arranged within this agreement:

For FAU:
For:

§ 9 - Quality assurance
At FAU, the Bachelor's/Master's programme is accredited by /currently participating in the university-wide system accreditation process ("Systemakkreditierung") that will guarantee a comprehensive quality of education.

The Coordination Committee (mentioned in § 8) is also responsible for quality assurance of the study program. At least every other year the committee discusses the results of evaluations at each partner institution in written or oral form. For reasons of documentation the discussions should be followed by a results protocol containing concrete measures developed from the discussion results. There are regular evaluations of the study program. In case of a continued negative evaluation, such as non-fulfillment of the mobility objectives, the cooperation can be terminated.

If for any reason, one of the partner universities is no longer authorized to award its degree, this institution shall immediately notify the partners, and will be excluded from the program up to a new accreditation, without that it affects the students in the course of the year.

§ 10 - Liability
This Agreement of Co-operation does not create any 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.

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.
The parties do not expect any intellectual property to be created in the course of this agreement. In this improbable case, the parties will discuss in good faith a separate agreement with respect to the parties’ interests.

§ 11 - Duration and Signature, Dispute Resolution; Jurisdiction
This Co-operation Agreement will be valid for years and will be tacitly extended by one year respectively. The Co-operation Agreement may be amended or terminated at any time upon mutual agreement between the signing parties. If mutual agreement to termination is not accepted either party can terminate the Agreement with or without cause giving six months written notice. However, students admitted to this double degree programme shall be able to complete their studies.

This Co-operation Agreement is produced in English. Any changes to this agreement shall be deemed invalid unless signed by both parties. It is effective upon signature by the representatives of the partner institutions.

In order to settle any doubts that may arise under the performance or in the construction of this agreement, the parties shall exert their best efforts to reach a solution by mutual consent.

This Agreement will be governed by the laws of Germany (without giving effect to its conflict of laws provisions). Any dispute in connection with this agreement will be subject to the exclusive jurisdiction and venue of the courts located in Nuremberg, Germany.

FAU Erlangen-Nürnberg
Dean of Faculty of___________

Date: _____ / _____ / ______

Dean
Date: _____ / _____ / ______