



02 JUL 2018

VISTO:

El Expediente 3023/2018 mediante el cual el Sr. Secretario de Extensión y Relaciones Internacionales de esta Facultad de Derecho de la Universidad Nacional de Córdoba, Prof. Dr. Jorge Edmundo Barbará, eleva la propuesta realizada por el Prof. Eduardo Pintore de suscripción de un Convenio Específico con la Freie Universität de Berlín, en los términos de la Ord. HCS 06/12.

Y CONSIDERANDO:

Que se encuentran cumplidos los requisitos establecidos al efecto por la mencionada normativa;

Que el presente convenio tiene como objetivos primordiales propiciar el intercambio de alumnos y profesores de ambas Casas de Estudio.

Que dicho Convenio no implica la realización de erogaciones para la Facultad de Derecho de la Universidad Nacional de Córdoba

Por ello,

**EL DECANO DE LA FACULTAD DE DERECHO
RESUELVE**

Art. 1º: Aprobar el proyecto de Convenio Específico entre la Facultad de Derecho de la Universidad Nacional de Córdoba y la Freie Universität de Berlín, propiciado por la Secretaría de Extensión y Relaciones Internacionales de la Facultad de Derecho, que se anexa a la presente, y su posterior suscripción.




UNIVERSIDAD NACIONAL DE CORDOBA

2018 - "AÑO DEL CENTENARIO
DE LA REFORMA UNIVERSITARIA"

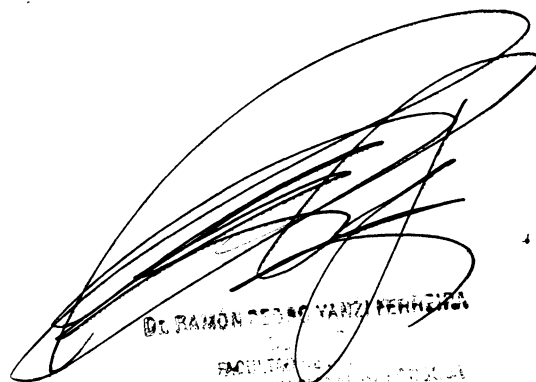
FACULTAD DE DERECHO

Art. 2º: Encomendar a la Secretaría de Extensión y Relaciones Internacionales de la Facultad de Derecho de la Universidad Nacional de Córdoba, una vez suscripto el instrumento pertinente, efectuar las carga informática, en el registro de Convenios y Contratos con Terceros de la Dirección General de Contrataciones de la Secretaría de Planificación y Gestión Institucional de la UNC.

Art. 3º: Protocolícese. Comuníquese, pase para su conocimiento y demás efectos a la Secretaría de Extensión y Relaciones Internacionales de la Facultad de Derecho de la Universidad Nacional de Córdoba y oportunamente archívese.



PROF. DRA. MARÍA E. SBARBARÁ
Secretaría de Extensión y Relaciones
Facultad de Derecho
Universidad Nacional de Córdoba



DR. RAMÓN PEDRO YANZ PERHEGGO
Facultad de Derecho
Universidad Nacional de Córdoba

Resolución N°

66



**STUDENTEXCHANGE AGREEMENT
IN THE FIELD OF LAW**

BETWEEN

**UNIVERSIDAD NACIONAL DE CÓRDOBA, ARGENTINA - FACULTY OF LAW
AND
FREIE UNIVERSITÄT BERLIN, GERMANY- LAW DEPARTMENT**

This Agreement applies to an exchange of students between the Universidad Nacional de Córdoba, Faculty of Law ("UNC") and Freie Universität Berlin, Department of Law ("FU"), within the field of Law. Both institutions shall, on the basis of reciprocity, support and promote the spirit of this Agreement to encourage academic exchange and collaboration in areas of interest and benefit to both institutions, to deepen the understanding of the economic, cultural and social environments of both institutions and to facilitate as much as possible the academic progress, physical relocation and cultural orientation of all exchange students.

I. Principles

1. During each academic year (lasting from fall to spring/summer), two law students enrolled at UNC may, through this Agreement, be enrolled for the study of law at FU for one academic year¹ or for one semester² each; and two law students enrolled at FU may similarly be enrolled at UNC for one academic year³ or for one semester⁴ each. The duration of the stay at the host university is limited to one academic year. Upon completion of their studies at the host university, the exchange students must return to their home university. No extension of the stay as exchange student will be authorized unless otherwise agreed to by the home and host universities.
2. The total number of participating students from the home institution shall not exceed the number of participating students from the host institution over a three-year period. If the flow becomes too imbalanced in one direction, the flow in that direction may be suspended until the balance is achieved. Any change in status to the number of places for participating students at either host institution will be communicated to the home institution prior to the start of its selection process⁵.

¹ October - July

² Winter: October – February, Summer: April – July

³ From March to December.

⁴ First semester: from March to July. Second semester: from August to December.

⁵ At FU, the selection process begins in December for study abroad periods starting in the fall of the following year or in the following spring. Such notice will therefore be required by the end of November. At UNC, the selection process begins in April for study abroad periods starting in August. Such notice will therefore be required at the beginning of April.

3. The absence of exchange during any one academic year is possible and shall not nullify the agreement.
4. Participating students will continue as candidates for degrees at their home institution and will enroll as “non-degree” students at the host institution. They are exempt from application fees and tuition at the host institution. Incoming guest students enrolled at FU have to pay the so-called social fees of approximately 265 EUR per semester. These are non-university related fees and pay for the student union as well as for a public transportation ticket for the whole area of Berlin for the entire semester.

II. Student Selection and Nomination

1. The exchange program shall be open to undergraduate students who have completed at least two years of undergraduate legal studies.
2. Participating students shall be selected by the home institution, on the basis of academic merit and suitability to undertake a period of study abroad and subject to acceptance by the host institution undertaking the normal admission procedures. Students must satisfy all admission requirements of the host institution’s international exchange program. The host institution will reserve the right to make final judgment on the admission of each student nominated for the exchange, however no adverse decision shall be made without prior notification and discussion with the home institution.
3. UNC and FU each reserve the right to determine the dates by which exchange student candidates must be nominated in order to guarantee efficient and timely processing of their materials.⁶
4. Students from UNC who wish to take German-taught law courses are expected to have German language skills on the level B 2 of the Common European Frame of Reference for Languages. They may also opt to enroll in courses taught in English.
Students from FU enroll in Spanish-taught courses at UNC. They are expected to have Spanish language skills on the level B 2 of the Common European Frame of Reference for Languages.

III. Students’ Obligations

1. Students participating in the exchange program shall pursue courses which are selected in consultation with their home institution and which are not in conflict

⁶ Nomination deadlines at FU as of November 2017: mid-April for enrollment in the winter semester; mid-October for enrollment in the summer semester. Early nominations are appreciated.
Nomination deadlines at UNC as of November 2017: April for the studies to be carried out from August and August for the studies to be carried out from March.

with the regulations of the host institution. Specifically, students from UNC may take undergraduate courses from the 1st to the 4th year at FU for which they meet any necessary course pre-requisites. Students from FU may take courses from UNC's advocacy career program for which they meet any necessary course pre-requisites. The host institution reserves the right to exclude exchange students from restricted enrollment programs⁷ and from turning in their final (BA-/LL.B.-/MA-/LL.M.-) thesis at the host institution.

2. In order for participating students to be granted academic credit, there shall be a formal assessment in each subject which may consist of an oral exam, a written exam, a written paper, one or more clinical or simulation exercises or any combination thereof. Any academic credit that the student receives from the host institution should be transferable to the home institution in accordance with procedures determined by the home institution.
3. Students from FU shall, upon request, be given the opportunity to write one comprehensive paper (at least 6.000 words) in the field of comparative law, or European Union law, or public international law while on exchange at UNC.
4. Participating students shall pay tuition and mandatory fees to their home institution.
5. Participants in the exchange must purchase their own medical/health insurance. All medical/health and dental costs not covered by their insurance must be paid for by the participant.
Exchange students from UNC must have comprehensive health insurance valid in Germany for enrolment as a full-time student at FU and for obtaining a residence permit. They have to purchase a student health insurance plan in Germany unless they can provide proof of adequate comprehensive health insurance that is acceptable for enrolling at the university and for obtaining a residence permit. An insurance waiver request must be made in person and obtained at a state-regulated health insurance company in Berlin, not at FU.
6. Participating students shall be responsible for their own financial support including, but not limited to, transportation, accommodation and living expenses. Books and related instructional materials will also be the responsibility of the participating students.
7. Participants in the exchange shall be responsible for obtaining necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts as stated in paragraph IV-4 of this Agreement.

⁷ such as the Master's program on European and International Business-, Competition and Regulatory Law at FU Berlin.

8. Students selected shall make sure that they have adequate funds during the period of enrollment at the host institution under the terms of this Agreement. The host institution shall bear no responsibility for providing funds to any participating student for any purpose.
9. Students participating in the exchange program shall be responsible for securing their own accommodations. If requested, the host institution shall make available to program participants lists of local rental agencies and publications and websites containing advertisements for available rental properties. Students will be responsible for paying for their accommodations.
10. Participating students shall abide by the laws of the host country and the rules and regulations of the host institution.

IV. Institutions' Obligations

1. Both UNC and FU agree to assist the integration of exchange students into student life. An on-site orientation of the students to the institution will be conducted by the host institution.
2. The host institution shall send pre-departure information to each of the incoming exchange students.
3. The host institution shall establish records of exchange students as if they were regularly-enrolled students. At the completion of the exchange, the host institution shall provide an official transcript to the responsible officer of the home institution.
4. Each institution shall assist its participants in obtaining the appropriate visa for the period of the exchange. Notwithstanding this, the parties agree that each participating exchange student shall be responsible for obtaining his/her visa, passport or other necessary documents and paying for the same. The institutions shall not be liable to each other or to any participant for the failure of the participant to obtain the necessary documents.
5. Each host institution shall require that participating exchange students comply with the same academic regulations regarding class performance as pertain to regularly-enrolled students at the host institution. Each host institution will hold participating exchange students accountable to the policies and practices set forth in the host institution's student handbook and other applicable catalogs, handbooks, manuals and guidebooks.

6. The host institution in consultation with the home institution may request that any participating exchange student attending for a full year return to the home institution after the first semester at the host institution if the student fails to comply with the host institution's academic codes and may dismiss any participating exchange student at any time if the student fails to comply with the host institution's student conduct codes. The dismissal of a student shall not abrogate the agreement regarding other participants.

V. Diversity

The parties shall not discriminate on the basis of race, color, national origin, religion, sex, marital status, gender identity or expression, age, veteran's status or disability, either in the selection of students for participation in the program or in any other aspect of the program.

VI. Administration of the Agreement

Each signatory party shall have at its institution a service responsible for ensuring that the present Agreement is suitably observed. These services shall exchange all the information necessary for the proper implementation of the Agreement. Specifically, institutions will inform each other of any requirement for the exchange students aside from the ones specified in this Agreement.

At FU:

Responsible for the administration of the Agreement:

Law Department / Study Advisory Office
Dr. Andreas Fijal
Vice-Dean for Academic Affairs
Boltzmannstr. 3
D-14195 Berlin
Tel.: +49 38 83 85 25 27
Fax: +49 30 83 84 5 25 27
E-mail: andreas.fijal@fu-berlin.de

Responsible for incoming and outgoing students:

International Office
Ms. Grit Rother
Student Exchange Officer
Boltzmannstr. 3
D-14195 Berlin

Tel.: +49 30 83 85 25 26
Fax: +49 30 83 84 5 25 26
E-mail: g.rother@fu-berlin.de
Student contact: jurallp@zedat.fu-berlin.de

At UNC:

Responsible for the administration of the Agreement:

Law Faculty's Secretariat of Extension and International Relations
Secretary: Dr. Jorge E. Barbará
Independencia 258 1st Floor
5000 Córdoba
Tel: (0351) 4331099
Mail: extyri@derecho.unc.edu.ar

Responsible for incoming and outgoing students:

Law Faculty's Secretariat of Extension and International Relations
Pro-Secretary: Ab. Laura Alejandra Calderón
Independencia 258 1st Floor
5000 Córdoba
Tel: (0351) 4331099
Mail: extyri@derecho.unc.edu.ar

VII. Liability

Each party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of its obligations under this Agreement. Neither party shall be responsible to the other party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

VIII. Duration and Enforceability of the Agreement

1. Upon approval by each institution, this Agreement shall remain in effect unless terminated by either institution. Student exchange will start in the academic year 2018/19.
2. The Agreement can be modified by an exchange of notes between both institutions. These amendments, once approved by both institutions, will become part of this agreement.

3. This Agreement may be terminated by either party for any reason. In the event of a unilateral termination, a notice of at least one academic year should be given. In the event of such notice being given, all existing commitments to students will be fulfilled.
4. In the event of termination of this Agreement, both institutions agree to safeguard the interest of any participating students and wherever possible, other than in the case of serious misconduct on the part of any exchange student, to enable them to complete the planned program of study at the host institution.
5. This Agreement is not intended to create any legal obligation in the relations between the schools, nor does it grant legal rights for any student (except as stated in the preceding paragraph), any faculty member, or any other individual. However, the institutions will, in good faith, attempt to resolve any issues through discussions between their designated representatives.
6. This Agreement is entirely non-exclusive and will not preclude either school from fully engaging in agreements and relationships with other schools and institutions internationally.

IX. Force Majeure

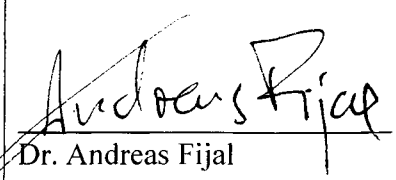
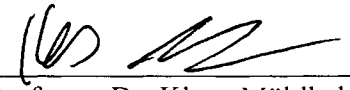
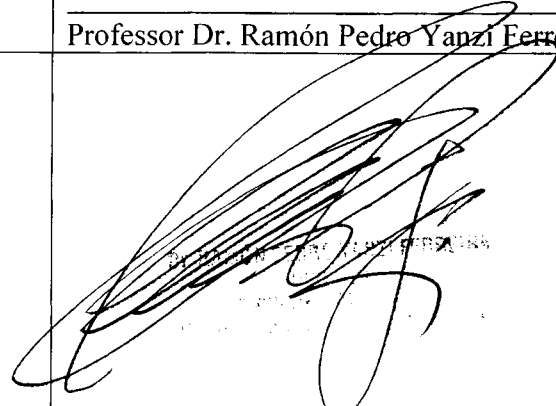
If the performance of obligations under this Agreement are rendered impossible or hazardous, or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either party, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other hereunder.

X. Disputes

If any disputes arise out of this Agreement, the parties agree to seek non-litigious means to resolve them. The Dean of the UNC Law Faculty and the Dean of the FU Law Department or their designees shall attempt to resolve any dispute or misunderstanding through collaboration.

XI. Languages

This agreement has been drawn up and signed in two languages, English and Spanish. Should there be a discrepancy in the interpretation of the English and Spanish versions of this agreement, only the English version is legally binding.

<p><u>28 June 2018</u> Date Freie Universität Berlin, Law Department The Vice-Dean for Academic Affairs</p> <p> Dr. Andreas Fijal</p>	<p>_____ Date Universidad Nacional de Córdoba, Faculty of Law The Vice Chancellor of the UNC and Dean of the UNC Law Faculty</p> <p>_____ Professor Dr. Ramón Pedro Yanzi Ferreira</p>
<p><u>28 June 2018</u> Date Freie Universität Berlin The Vice-President for International Affairs</p> <p> Professor Dr. Klaus Mühlhahn</p>	<p></p>