Agreement of academic cooperation and exchange between
Hemwati Nandan Bahuguna Garhwal University, India
and
Linnaeus University, Sweden

To promote international understanding and to enhance educational and research opportunities for their students and faculty, Hemwati Nandan Bahuguna Garhwal University and Linnaeus University (Lnu) (the “University” or “Universities”) have executed this agreement with the following provisions:

I. Faculty Visits and Exchanges

Both Universities recognize that the professional development of their faculty members may be considerably enhanced by visits to the exchange University for the purposes of providing instruction, engaging in research, and sharing the results of their research. They commit themselves, therefore, to fostering contacts by making available library resources and providing office space, within the limits of availability, to visiting scholars. These scholars would be encouraged to take part in departmental collegial discussions, and public lectures.

Faculty visits and exchanges will be negotiated and administered as mutually agreed to in writing by the departments, colleges, and/or faculties involved.

II. Student Exchanges

Selection of Students: Each University will determine its own method of selection as well as for selecting students for the exchange program and for ascertaining that each participating student is proficient in the language of instruction at the host University and that each student is likely to benefit from a particular course of study at the host University. Exchange students must complete at least one (1) academic year of continuous study at their home University before the exchange period.

Student Programs: Enrolment will be determined by the host University. Exchange students will be permitted to enrol in all courses and programs at the host University for which they are qualified with the exception of those courses or programs in which places may not be available due to enrolment limitations. Each student should demonstrate his or her academic proficiency by a certified transcript. At Linnaeus University 30 credits are considered full time studies on undergraduate level and 30 credits as full time studies on graduate level. At Hemwati Nandan Bahuguna Garhwal University 30 credits are considered full time studies on undergraduate level and 30 credits as full time studies on graduate level.

Status of Students: Linnaeus University students will be registered as students at Hemwati Nandan Bahuguna Garhwal University, and will be entitled to all the privileges and subject to the same rules and regulations as other students at Hemwati Nandan Bahuguna Garhwal University. The same will apply for Hemwati Nandan Bahuguna Garhwal University students at Linnaeus University.

Finances: The program is based on the principle of a direct one-to-one exchange of students, each of whom will take the place of his or her partner at the exchange University. The period of each exchange will normally be for the equivalent of one (1) academic semester, but may be for a longer period if appropriate. Students will pay their regular tuition and fees to the home University. The host University will charge no further tuition costs. Small fees may be charged for costs such as student membership fees.
Number of Students: Subject to availability of suitable candidates, each University will send to the other up to two (2) students each academic year for a full year or four (4) students for one (1) semester, during the period of the agreement. If balance cannot be achieved in any one year, a balance in number of student exchange should be sought over a five (5) year period.

Level of studies: Student exchanges may take place on undergraduate and graduate level.

Food: Each student will be personally responsible for payment of his or her own board.

Housing: Host University will provide assistance in obtaining appropriate housing for students. The cost of accommodation is the responsibility of the individual student.

Refund of Fees: No refund of fees will be made if a student is unable to complete his or her course.

Travel: Each student will be responsible for his or her own travel cost and travel arrangements.

Study Program and Credits: Students participating in the exchange will receive credits at the host University for study work completed. The appropriate authorities at respective University will send a transcript of records for courses completed to the other University.

General:
a. All students must comply with the host University’s requirements for pre-enrolment health certifications and immunizations.
b. Each exchange student must provide his or her own health and accident insurance as well as insurance against theft of property.
c. All students must possess passports and visas valid for the period of the exchange.
e. The student exchange agreement will be administered through the International Relations Office at Linnaeus University and through the Vice Chancellor’s office at Hemwati Nandan Bahuguna Garhwal University.

III. Other Forms of Cooperation
Both Universities agree to seek out and pursue opportunities other than student and faculty exchanges which will enable them to assist each other in their efforts to enhance the education of their students, to increase the research accomplishments and broaden the knowledge base of their faculties, and to promote mutual understanding and enlightenment of the people of their respective countries.

A. Work Placements
The possibility to cooperate with work placements/internships should be available when appropriate. Detailed discussions about this will have to be on departmental basis within each University.

B. Administrative Staff Exchange
In order to promote greater knowledge and understanding of the operations in each University, to learn the cultural context of the partner University, to improve work practices and to foster advancement and the development of knowledge of individual staff, the possibility of administrative staff exchange between the two Universities should when appropriate be negotiated and administered as mutually agreed to in writing by both Universities.
IV. Funding
This agreement does not give rise to any funding commitments for either University.

V. Confidentiality
Information provided by either University to the other, marked or otherwise confirmed as confidential upon disclosure, shall be treated as confidential. A University may however disclose such information if required by applicable law or court or administrative order.

VI. Use of trademarks
Each University is entitled to limited use of the other University’s marks and trademarks where appropriate in order to provide information about the cooperation under this Agreement. Any extensive use and use for other purposes is subject to consent from the relevant University.

VII. Limited liability
Each University is liable for direct damages, injury or loss caused to the other University in performance of this Agreement. Liability does not extend to compensation for any indirect or consequential loss or damages, unless caused by a wilful act or gross negligence. Lnu’s aggregate liability shall however always be limited to such sum as Lnu is able to retrieve under its insurance policy.

VIII. No representation, partnership or agency
Neither University shall be entitled to act or to make legally binding declarations on behalf of the other University. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Universities.

IX. Compliance with applicable law and regulations and equal opportunity
The Universities agree to comply with all applicable laws and regulations and both Universities subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, age, marital status, ethnicity, religion, national origin, or handicap.

X. Settlement of disputes and applicable law
The Universities agree that any controversy, dispute or claim arising out of or in connection with this Agreement and which cannot be settled by amicable negotiations between the Universities, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Stockholm unless otherwise agreed by the Universities. This Agreement shall be governed by and interpreted in accordance with Swedish law.

XI. Entire Agreement, assignment and amendment
This Agreement contains the full and entire agreement between the Universities and supersedes all prior commitments whether written or oral. This Agreement may not be assigned by either University without the prior written consent of the other University. This Agreement may only be amended in writing and subject to signature of authorised representatives of both Universities.

XII. Term and termination
This Agreement will enter into force upon signature of this Agreement by authorised representatives of both Universities and will remain in force for a period of five (5) years. For termination of the Agreement, one of the Universities may request in writing to withdraw from the Agreement. Upon such notification this Agreement shall be terminated within one (1) year, permitting, as far as possible, students to complete any studies already begun.
This Agreement has been executed in two (2) originals of which the Universities have received one (1) copy each.

Dr Jawahar Kaul  
Vice Chancellor  
Hemwati Nandan Bahuguna Garhwal University  
India

Date

Dr Nils NILSSON  
Vice rector  
Linnaeus University  
Sweden

Date