

Cooperation Agreement

between

FH JOANNEUM Gesellschaft mbH

and

University of Rijeka

FH JOANNEUM Gesellschaft mbH, represented by Anna Koubek and Markus Tomaschitz, Executive Managers, and University of Rijeka, represented by Prof. Daniel Rukavina, M.D., D.Sc., Rector, agree to enter into an agreement governing the cooperation between the two institutions.

Article 1: OBJECTIVES

Both parties agree to promote cooperation between FH JOANNEUM Gesellschaft mbH (hereinafter referred to as FHJ) and University of Rijeka (hereinafter referred to as RIU) within the framework laid out hereinafter. In particular, this cooperation extends to all programs offered to exchange students by the parties, if applicable, desirable and considered important for the development of the mutual relationship.

ARTICLE 2: CONTENTS AND SCOPE

Both institutions agree to contribute to this agreement in the areas of teaching, research, exchange of students and faculty, personnel development, and - if desired by both parties – other areas. In particular, the cooperation shall include (but not be limited to) the following areas, the details of which shall have to be agreed upon in detail separately:

- Exchange of teachers with the aim of delivering keynote speeches, lectures, and seminars;
- Exchange of students
- Organization of and cooperation in mutual research projects
- Organization of and cooperation in the area of training, workshops, and conferences
- Exchange of teaching material

ARTICLE 3: EXCHANGE OF STUDENTS

During the lifetime of this agreement, FHJ agrees to accept a fixed number of RIU exchange students. In return, RIU agrees to accept a fixed number of FHJ exchange students, as long as this agreement is in force.

ARTICLE 4: EXCHANGE QUOTAS

The exact number of students exchanged is to be determined annually through a separate agreement between the heads of the departments of the different degree programmes, which will be involved in the student exchange between FHJ and the RIU. Both parties agree to strive for a long-term balance in student exchanges.

ARTICLE 5: SELECTION AND ADMISSION OF EXCHANGE STUDENTS

The sending institution shall have the right to select outgoing students that meet certain criteria defined by the sending institution. Exchange students of FHJ must have sufficient proficiency in the language of instruction at RIU, and students of RIU must have sufficient proficiency in the language(s) of instruction at FHJ, in order to be able to successfully participate in the programs at both institutions.

FHJ's outgoing students shall generally be students, who have already successfully completed the first two years of study and who have sufficient proficiency in the language of instruction at RIU. After such students have been selected by FHJ for participation in the exchange program with RIU, RIU agrees to accept these students as exchange students and admit them to their third and/or fourth year program.

RIU outgoing students shall be students enrolled in the RIU programs, who have already completed the first two years of study and who have sufficient proficiency in the language(s) of instruction at FHJ. After such students have been selected by RIU for participation in the exchange program with FHJ, FHJ agrees to accept these students as exchange students and admit them to any year of their program.

ARTICLE 6: STUDY PROGRAM FOR EXCHANGE STUDENTS

Exchange students from FHJ shall be accepted by RIU and admitted to the third and/or fourth year program as regular students. Exchange students from FHJ shall participate in the third and/or fourth year program, including lectures, seminars, projects, and - if applicable - work placements, and shall have to acquire a number of credits agreed upon separately. Subject to approval by RIU and FHJ, FHJ students shall be allowed to select courses from different tracks, study programs or years.

RIU exchange students shall be accepted by FHJ and shall be admitted to any year of the chosen program involved in the exchange as regular students. Subject to the approval of FHJ and an academic advisor at RIU, RIU exchange students shall have the opportunity to compile individual study programs by means of "cross overs".

ARTICLE 7: EXAMINATIONS FOR EXCHANGE STUDENTS

In order to successfully complete an exchange program, exchange students are obliged to participate in examinations at the receiving institution. The details of such examinations shall be subject to separate approval through the parties to this agreement on the basis of their respective applicable regulations on examinations. The parties agree to provide the sending institution with a transcript at the end of each semester or year, whichever is applicable.

ARTICLE 8: TRANSFER OF CREDITS

FHJ commits itself to acknowledge all examinations and other academic qualifications acquired by its exchange students during their exchange program at RIU. The exact details of such a transfer of credit shall be agreed upon separately.

ARTICLE 9: COSTS INCURRED DURING EXCHANGE PROGRAMS

During the exchange programs, students remain enrolled at their sending institution. Both parties to this agreement agree to exempt incoming students from any tuition or other fees. Other costs, such as cost of living, travel, accommodation, teaching material, books, etc. have to be met by the exchange students themselves.

ARTICLE 10: INSURANCE FOR EXCHANGE STUDENTS

Each exchange student must organize and pay for his own health insurance coverage. Citizens from EU member states must meet the requirements of the EI28 insurance form while studying at FHJ. Exchange students from countries outside the EU must give evidence of sufficient insurance coverage before commencing their studies at the receiving institution or sign up with the local insurance company GKK as of the date of their arrival. This regulation includes coverage for all the students' stay in and outside the receiving institution as well as during a project or work placement, if applicable. Both parties agree to control if these requirements are met before departure of the exchange students.

ARTICLE 11: ASSISTANCE FOR EXCHANGE STUDENTS

Both parties agree that incoming exchange students shall be entitled to the same rights as regular students. In addition, the receiving institution intends to provide incoming students with particular assistance in the organization of their stay during the exchange period. Such assistance shall include, but not be limited to:

- Incoming exchange students shall be entitled to use any and all facilities at the receiving institution which can also be used by regular students (e. g. library, canteen, etc.);
- The receiving institution shall assist incoming exchange students in identifying proper accommodation;
- The receiving institution shall provide assistance to the incoming exchange students in identifying proper work placements (internships);
- Preparatory and/or accompanying language courses in the language of instruction for incoming exchange students.

ARTICLE 12: EXCHANGE OF FACULTY

Both parties agree to aim at an exchange of faculty, the conditions of which have to be agreed upon separately. Such conditions shall include, but not be limited to:

- eligible faculty members
- selection of faculty members
- exchange quotas
- number of contact hours
- remuneration
- accommodation
- mutual rights and responsibilities

ARTICLE 13: OTHER AREAS OF COOPERATION

The parties to this agreement agree to extend the mutual cooperation to other areas besides the exchange of students and faculty, such as research projects, seminars, training, conferences, exchange of teaching material, etc. The details of such other cooperation are not within the scope of this agreement and will have to be agreed upon in a separate document.

ARTICLE 14: CONTACTS

Both parties agree to name an individual from within the respective institution, responsible for not legally binding communication with the other party.

ARTICLE 15: COORDINATION MEETINGS

Designated members of the faculty of the parties to this agreement intend to meet personally at least once during the lifetime of this agreement for coordination and evaluation purposes.

Article 16: FINANCIAL ISSUES

Both parties agree that there shall be no financial remuneration for services performed under this agreement on either side.

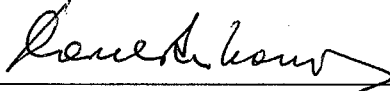
Article 17: AMENDMENTS

Each amendment to this agreement shall be mutually agreed upon and shall be in writing. This agreement has been executed in English and Croatian. The Parties hereto agree that the English version shall be the authentic one and shall thus prevail over the Croatian one for all matters of interpretation and construction.

Article 18: DURATION AND TERMINATION

This agreement shall be effective as of March 2005, and shall continue thereafter for the period of three years initially. After this period, the agreement shall be automatically renewed for an additional period of three years, unless one of the parties provides the other party with a notice of termination at least 6 months before the ending date of this agreement.

This agreement can be terminated at any time, if mutually agreed upon. Each party shall have the right to terminate this agreement at the end of each year of this agreement by providing 6 months' notice.



Prof. Daniel Rukavina, M.D., D.Sc.

Rector

University of Rijeka

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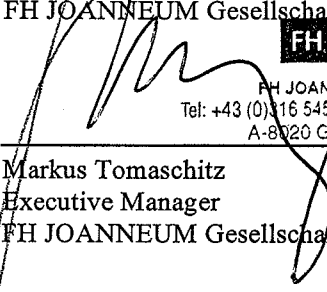
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Markus Tomaschitz

Executive Manager

FH JOANNEUM Gesellschaft mbH

11.04.2005.g.

Date

7.4.2005

Date

7.4.2005

Date