AGREEMENT ON STUDENT EXCHANGE

between
Faculty of Law, North-West University,
South-Africa
and
Faculty of Law, Leiden University,
the Netherlands

Considering the necessity of development of international relations and having common aims in the field of education and academic research, Faculty of Law, (Law School) Leiden University, duly represented by its dean, Prof. C.J.J.M. Stolkert on the one hand, and Law faculty, North-West University (Potchefstroom Campus), represented by the dean, Prof. F. Venter on the other, agreed to cooperate in the following project of student exchange.

Article 1. Scope of the agreement

This agreement is intended to facilitate student exchanges at the department of law available at either university.

Article 2. Modes of co-operation

The agreement provides for the exchange of students.

Article 3. Co-ordination

The parties and in future those persons who will succeed them in their functions, to be responsible for all that pertains to the present agreement:

a) For Faculty of Law, Leiden University,
   Prof. C.J.J.M. Stolkert

b) Faculty of Law, North-West University, Potchefstroom Campus,
   Prof. F. Venter

Article 4. Nature and number of students to be exchanged

4.1 This agreement is intended to facilitate student exchange between the respective faculties. Both Law faculties of Leiden and Potchefstroom acknowledge that students eligible for the exchange programme will be referred to relevant regulations and prescripts of both institutions in which the requirements relating to credits to be achieved by students taking part in the programme are set out.¹

¹ Students from Potchefstroom can follow some master courses besides the LLC bachelor courses. Four prerequisites are
1) they have their bachelor degree,
2) The maximum of credit load of master courses they may follow is 15 ECTS,
3) The students must be approved by the academic coordinator of the Master programme,
4) A TOEFL test is required for non-native speakers.
4.2 Students may stay at the host institution for one or two semesters. They shall be enrolled as non-degree seeking students at the host institution for a period not exceeding ten months for one student.

4.3 The maximum time all students studying at the host university together and if desired staff members, will be determined each year by mutual consent.

4.4 In case summer programmes are included in the exchanges, one month of such programme equals ¼ semesters.

4.5 For the academic year 2009-2010, the maximum time a student is allowed to spend at each university is 2 semesters per year. This means that a maximum of 3 students are allowed to stay for study and the complete study period for the three students together may not exceed the total of 15 months.

4.6 Parties shall strive to maintain a balance in the number of students exchanged.

4.7 If, after the initial contractual period of five years, an imbalance in the total number of time spent at each university exists, both institutions will make sure to restore the balances between the two universities.

**Article 5: application and enrolment**

5.1 Exchange candidates shall be nominated by the home university and shall be approved by the partner university in accordance with the proper procedures. The final decision of acceptance of a student lies with the relevant department of the university.

5.2 Students shall pursue an academic program developed in consultation with the home and host institution. Exchange students are allowed to enrol in the regular courses that are offered at the partner university and which are within the scope of this agreement, provided that they satisfy the individual course prerequisites and space is available.

5.3 Credits obtained at the host institution will be transferred back to the home institution. Transcripts of results will be provided to the home institution as soon as possible after the completion of the exchange.

5.4 The partner institutions agree that the host institution shall not demand any tuition fees for regular courses from participating exchange students who have been accepted under the terms of this agreement. Students remain enrolled at their home university and pay their home fee and other legal contributions.

5.4.1 Participation in the exchange shall not give students any special status or preference to register for a degree programme at the host university during or subsequent to the completion of an academic session under the exchange.

5.5 Students shall be expected to pay for all personal expenses, including but not limited to international travel, accommodation, meals, books, health insurance and other incidental expenses arising out of the exchange.

5.6 Partner universities shall assist students in finding suitable accommodation provided a timely application for housing is submitted in accordance with proper procedures of the general International Office.

5.7 Exchange students shall be subject to the rules and regulations of the host institution.

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*Leiden students* coming to Potchefstroom campus may follow courses of their choice in the last two academic years of LLB study which are presented in the semester of their stay. However, they may apply to follow courses presented in the first or second year of LLB study in the specific semester which application will be considered by the Director Legal Education, Potchefstroom against the background of the advanced nature of the exchange programme. Similarly, such students may apply to the Director of the Research Unit, Potchefstroom for admission to Masters courses presented in the semester of their stay in Potchefstroom for admission to such courses. Such applications will be considered with a view to a student's existing knowledge and exposure to the specific discipline.

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5.8 No student will be allowed to travel to the host country before explicit approval of the host university has been received by both the student and the home institution.


6.1 Each party will, in its own country, ensure correct procedures in order to comply with existing national rules and regulations. This applies in particular to the delivery of entry visas and residence permits and other requirements prescribed by national and/or local authorities.

6.2 Exchange participants shall be bound by the rules and regulations of the host University and the laws of the host country during the exchange.

6.3 Parties shall respect the intellectual property rights of both universities.

6.4 Parties shall at all times exchange their respective college bulletins and other information pertaining to course programs, calendars, and schedules.

6.5 Participating exchange students are required to carry adequate health and liability insurance and to provide proof of the host institution prior to arrival in the host country.

Article 7. Duration of the agreement

7.1 This agreement becomes effective on the date that it is signed by both parties and shall be valid for a period of five years, after this period the agreement will be renewed tacitly for a period of five years. The agreement may be terminated by either party after one year consecutively, provided that the terminating party gives written notice of its intention at least six months prior to termination. When one of the parties terminates the agreement, existing obligations concerning the field of education and academic research shall be continued in such a way that parties concerned are not harmed or experience any disadvantage.

7.2 Any amendments to this agreement shall be attached to it in written form and signed by both parties.

For Faculty of Law Leiden University, The Netherlands

For Faculty of Law, North-West University South Africa

Mr Proff. C.J.J.M. Stokhof
Dean Faculty of Law

Date 8/14/08

Mr Prof. F. Venter
Dean Faculty of Law

Date 2/9/09

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