

PROGRAM AGREEMENT
between
THE UNIVERSITY OF TEXAS AT DALLAS
and
PHILIPPS-UNIVERSITÄT MARBURG

Student Exchange

WHEREAS The University of Texas at Dallas (hereafter referred to as UTD) and the Philipps-Universität Marburg (hereafter as MARBURG) have previously executed an Affiliation Agreement effective in the fall semester of 2004, and

WHEREAS UTD and MARBURG desire to implement the provisions of this Affiliation Agreement by providing students enrolled at either institution with educational opportunities,

NOW THEREFORE, subject to the terms, conditions, and provisions of their Affiliation Agreement, the parties agree as follows:

1.0 Term

This agreement shall be effective for student enrollment during the 2004-05 academic year and shall be automatically renewed each year thereafter, unless one of the parties notifies the other of its desire to terminate the agreement by giving written notice six months in advance.

2.0 Program Students and Admission

2.1 This program is to institute and implement an exchange of non degree-seeking undergraduate and graduate students between the two universities on a continuing basis. Each institution may send up to five exchange student a year to the other, unless this number is varied by mutual agreement. Ideally, the two universities will exchange an equal number of participants in any given academic year, but if they do not attain such a balance in any one year, they should attempt to reach parity within a five-year period.

2.2 The originating institution screens all applicants from its university for the exchange. Marburg will send the applications nominated for admission

through the exchange program by March 15 of each year. UTD will forward the applications to Marburg for a winter term by January 15, for a summer term by July 15 of each year. The receiving institution and its individual academic programs reserve the right of final judgment on the admissibility of each student nominated for non degree-seeking status.

2.3 The two universities apply the following general guidelines to all students in the exchange program:

2.3.1. Exchange students must have demonstrated high academic achievement and have completed the curricular prerequisites for the academic programs to which they apply.

2.3.2. Exchange students must be citizens or permanent residents of the participating countries. Furthermore, they must be enrolled at their originating institution for at least one semester before commencement of the exchange year itself, during which they must enroll at the receiving university on a full-time basis.

2.3.3. Exchange students must satisfy the general language proficiency requirement for admission as international students to the receiving university, or the receiving institution may determine what language instruction is appropriate as it admits a student to one of its individual academic programs.

3.0 Course of Study

3.1. Exchange students may apply for full-time nondegree-seeking status in any academic program offered at the receiving university, which determines the appropriate level of undergraduate or graduate admission. The receiving institution reserves the right to exclude students, however, from restricted enrollment programs. At the same time, UTD recognizes that Marburg students who have completed the Zwischenprüfung or the Vordiplom are qualified for UTD graduate courses in their major fields.

3.2. During the exchange year itself, students must abide by all rules and regulations of the receiving university and of their individual academic programs there.

3.3. Upon completion of a semester or one-year study tour at the receiving university, the exchange student must return to the originating institution. Both universities must approve any request for an extension of the exchange year.

3.4. Should any exchange students wish to apply, with the written permission of the originating institution, for degree-seeking status at the receiving

university, they must reapply through the regular admission process. Thus, they must submit the written permission, a new application form, and the processing fee before the established deadlines at the receiving university, which will then review their academic and financial credentials in standard fashion for international applicants to its degree programs. If accepted as degree candidates, the students are no longer part of this exchange agreement and are subject to regular tuition as well as student fees at the university.

4.0 Academic Credit and Grade Reports

4.1 Academic credit earned at the receiving institution during the exchange year is transferred to the originating university according to the policies and procedures of its own programs.

4.2 At the end of the study tour (or within a period negotiated by the institutions), the receiving university provides each student with a transcript or equivalent record of the academic work completed.

5.0 Program Payments

5.1 UTD requires MARBURG exchange students to pay MARBURG tuition to MARBURG and to pay UTD the following fees:

- (a) International Student Services fee
- (b) Student health insurance fee (unless the student obtains a waiver by providing)

5.2 MARBURG requires UTD exchange students to pay UTD tuition to UTD and to pay MARBURG any service fees normally charged its own students.

6.0 Student Finances and Services

6.1 Exchange students assume financial responsibility for the following expenses:

- (a) Transportation to and from the receiving university
- (b) Passport and visa
- (c) Housing, food, and personal items
- (d) Textbooks, laboratory supplies, and other course supplies
- (e) Health insurance (as a rule the UTD students will buy the student state health insurance plan at any public insurance company unless they provide proof of another adequate insurance coverage)
- (f) Any other debts incurred during the exchange year

6.2 The receiving institution provides students with the documents necessary for application for visas for foreign study.

6.3 Each institution provides appropriate academic counseling to visiting students

6.4 Each institution assists the visiting students in finding appropriate housing accordance with the local standards and prices. At UTD it may be in residence halls, apartments, or private homes. In Marburg the standard is a single room in any of the residence halls run by the "Studentenwerk." Marburg cannot arrange lodging in individual homes.

7.0 Designated Liaison

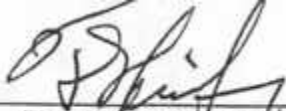
Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under this Program Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Program Agreement.

7.1 UTD: Director, Office of International Education
The University of Texas at Dallas
Box 830688 MC 19
Richardson, TX 75083-0688
USA

7.2 MARBURG: Referat für Internationale Beziehungen
Philipps-Universität Marburg
Biegenstr. 12
D-35032 Marburg, Germany

Executed in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS
AT DALLAS



President of the University

Franklyn C. Jenifer

President's Printed Name

August 13, 2004

Date

PHILIPPS-UNIVERSITÄT
MARBURG



President of the University

Prof. Dr. Volker Nienhaus

15. Sep. 2004

Date



OFFICE OF THE PRESIDENT

THE UNIVERSITY OF TEXAS AT DALLAS

P.O. BOX 830688 RICHARDSON, TEXAS 75083-0688
(972) 883-2201 FAX (972) 883-2237

Academic and Scientific Cooperation and Exchange Agreement between Philipps-Universitat Marburg and The University of Texas at Dallas

This agreement is made and entered into between Philipps-Universitat and The University of Texas at Dallas (UTD).

Whereas, the participating parties believe that international understanding, the educational opportunities for their students and the professional opportunities for their academic staff, would be enhanced by an international academic and scientific cooperation and agreement; and

Whereas, the purpose of this agreement is to establish a framework within which academic and scientific cooperation may develop between the institutions. , This agreement shall be identified as the parent document of any specific Program Agreement between the parties;

Now, therefore, the parties agree as follows:

SECTION 1: Types of Cooperation

1.1 The parties to this Agreement indicate their willingness in principle to cooperate in the promotion of teaching and research activities. Under this agreement, the types of cooperation may include:

- reciprocal exchange of students,
- reciprocal exchange of staff and faculty,
- collaborative research projects,
- exchange of publications, reports and other academic information,
- collaborative professional development and
- other activities as mutually agreed.

1.2 Each type of cooperation shall proceed as mutually agreed upon in a specific program agreement identifying the governing conditions of that activity. The Program Agreement shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved.

1.3 The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration specified in the supplemental agreements, and by the amount of financial assistance obtained by either institution from external sources. Each institution shall be

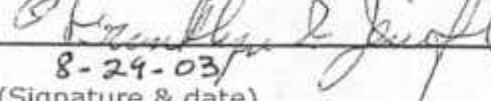
responsible for expenses incurred by its employees under this agreement, except as may be stipulated in any supplemental agreement.

SECTION 2: Commencement, Term, Renewal, Amendment and Termination

This agreement shall become effective on the date of its signing by both parties, continue thereafter for five (5) years subject to revision or modification by mutual written agreement and shall terminate automatically at the end of such period unless thirty (30) days prior to termination, The University of Texas at Dallas provides written notice to Philipps-Universität-Marburg of its intention to renew the agreement for an additional five(5) year term. Either party may terminate this agreement at any time, without penalty subject to the following notice provision. Termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate, but any students who have commenced at either university at the date of termination may complete their courses of study. Termination shall be without penalty. Any amendment to this agreement shall be made with acknowledgement in writing from both institutions.

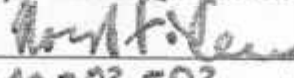
Executed by Philipps-Universität-Marburg and the University of Texas at Dallas in duplicate copies, each of which shall be deemed an original.

The University of Texas at Dallas


8-24-03
(Signature & date)

Dr. Franklyn Jenifer, President

Philipps Universität Marburg


10-03-03
(Signature & date)

Prof. Dr. Horst F. Kern

Präsident der Philipps-Universität Marburg

AFFILIATION AGREEMENT
between
THE UNIVERSITY OF TEXAS AT DALLAS
and
PHILIPPS-UNIVERSITÄT MARBURG

This Agreement is made between The University of Texas at Dallas (hereafter referred to as UTD), a component institution of the University of Texas System located in Collin County, Texas, USA, and the Philipps-Universität Marburg (referred to hereafter as MARBURG) located in Marburg, Hesse, Germany.

RECITALS

- A. *Cordial relations exist between UTD and MARBURG;*
- B. UTD and MARBURG desire to establish certain exchange programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest; and
- C. UTD and MARBURG believe that international understanding and educational opportunities of their students and faculty would be enhanced by international academic and scholarly cooperation.

TERMS

In contemplation of the relationship to be established and for valuable consideration, the parties agree as follows:

1.0 Purpose of the Exchange Agreement: Definition.

1.1 The primary objective of this Agreement is to create a means for cooperative efforts between UTD and MARBURG to affect the academic interchange of faculty and students and academic and research information between the two educational institutions. Under this Agreement, the types of cooperation may include reciprocal exchange of students or faculty, collaborative research projects, exchange of publications, reports or other academic information, collaborative professional development and other activities as mutually agreed.

1.2 The parties agree that this Agreement is incorporated into, and will provide the foundation and framework for, the particular programs developed by academic and administrative units from the two institutions and memorialized in Program Agreements.

1.3 "Agreements" refers to this Affiliation Agreement and any Program Agreement that is executed between the parties through their Offices of International Programs or Relations.

1.4 "Home Institution" is a party to this Agreement that sends its faculty members and/or students to the other party (institution) for the purposes of teaching, study, and/or research.

1.5 "Host Institution" is a party to this Agreement that accepts the visiting faculty member(s) and/or student(s) from the other party (institution) for teaching, study, and/or research.

1.6 "Program Agreement" is a duly executed agreement that sets forth the specific details of particular cooperative activities or programs that faculty or students participate in as authorized by this Agreement. Program Agreements shall not be effective until they have been reduced to writing and executed by the authorized representatives of the parties.

2.0 Term and Renewal. This Agreement shall take effect with appropriate presidential signatures and shall continue in effect for an initial period ending five (5) years after the effective date. After the initial year, this Agreement shall continue from year to year unless one party gives the other party one hundred eighty (180) days prior written notice of intent to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in a course of study pursuant to a Program Agreement at the time such notice is given have completed their respective courses of study, whichever event occurs last.

3.0 Exchange of Faculty Members.

3.1 The purpose of any faculty exchange must be for teaching or cooperative research.

3.2 The process for establishing an exchange of faculty members shall be as follows:

3.2.1 Interested faculty members shall submit teaching and/or research proposals to their own institution's academic officers for review and approval of concept. Proposals must include explanation of the source and method of compensating and funding the expenses of visiting faculty members.

3.2.2 Approved proposals and the proposing faculty members' credentials are sent to their counterpart faculty member(s) and academic officers for review and approval by the other institution.

3.2.3 If there is mutual interest, the academic officers of the Host Institution shall contact the proposing faculty member(s) and their academic officials,

inviting a fuller outline of the terms and conditions under which the visit would take place.

3.2.4 If the parties agree that the proposed exchange is mutually beneficial and appropriate, a Program Agreement shall be executed outlining the terms and conditions of the faculty exchange.

3.3 No such visit shall exceed one (1) academic year as the Host Institution defines that period.

3.4 Unless specifically stated otherwise in a Program Agreement, the salary of faculty shall be the responsibility of the Home Institution.

4.0 Student Exchange Programs.

4.1 The process for establishing a student exchange program shall be as follows:

4.1.1 Interested faculty members may submit proposals to their own institution's academic officers for review and approval of concept.

4.1.2 Approved proposals are sent to their counterpart faculty member(s) and academic officers for review and approval by the other institution.

4.1.3 If there is mutual interest, the proposed the academic officers of the Host Institution shall contact the proposing faculty member(s) and their academic officials, inviting a fuller outline of the terms and conditions under which the student exchange would take place.

4.1.4 If the parties agree that the proposed student exchange program is mutually beneficial and appropriate, they shall execute a Program Agreement outlining the terms and conditions of the student exchange program.

4.2 Unless specifically stated otherwise in a Program Agreement, application and acceptance to the student exchange program shall be as follows:

4.2.1 Home Institution is responsible for collecting and reviewing student applications and formally recommending qualified students to Host Institution for the study desired. Recommended students must be in good standing.

4.2.2 Students must obtain all required approvals from the Home Institution.

4.2.3 Host Institution will make the final decision as to the acceptance of the student, according to its admission policies governing students, and will notify Home Institution in writing of acceptance or rejection.

4.2.4 Each student accepted by Host Institution will be expected to participate in the Host Institution at the same level of competency as any other student enrolled at the Host Institution.

4.3 Unless specifically stated otherwise in a Program Agreement, the tuition, fees, and costs attributable to the student's attendance at the Host Institution

shall be the responsibility of the student. The Program Agreement shall delineate how payment is to be made.

4.3.1 If either institution collects tuition and/or other student payments to be transferred to the other institution, the institution collecting the student payments shall maintain at its principal place of business for the term and any renewal terms, business records, books, and account information related to such student payments which the other institution shall have the right to review with advance notice during normal business hours.

4.4 Host Institution will provide the Home Institution adequate information on the performance of participating students, including grades, as soon as practicable after the student's completion of the program or course. Host Institution agrees to provide to Home Institution, upon request, information on Host Institution's method and documents used in determining the performance or grades of Home Institution students.

4.5 Host Institution will offer to Home Institution students the lowest tuition and fees within its authority.

4.6 To assist the Home Institution in the determination of course equivalencies, Host Institution will annually provide to Home Institution course syllabi and the curriculum vitae, or similar documentation, of Host Institution instructors teaching Home Institution students that academic term.

5.0 Joint Research Projects.

5.1 In the event a joint research project is proposed by either party, such research effort shall be carefully scrutinized by both parties to evaluate the need for the joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both parties to approve the proposed project as a possible joint effort, both institutions agree to actively seek outside funding for the proposed joint research project prior to their final approval and implementation of the joint project.

5.2 In such joint projects between the two institutions, care shall be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved.

5.3 Before any activity may commence on any joint project, it shall be mutually agreed in writing that any publication resulting there from shall be credited to a previously agreed-upon author(s), provided that each of such person(s) participate in the project.

5.4 If the parties agree that the proposed joint research project mutually beneficial and appropriate, they shall execute a Program Agreement outlining the terms and conditions of the project.

6.0 Intellectual Property and Research Protocol.

6.1 All publications resulting from the collaboration between the two institutions under Agreements must give recognition to the Agreements therein. Likewise, the Agreements must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

6.2 Parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this Agreement.

6.3 Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

7.0 Student and Faculty Expenses. Unless specifically stated otherwise in a Program Agreement, all travel, living, and miscellaneous expenses incurred in attending Host Institution, including meals, transportation, and lodging, shall be the responsibility of the student or faculty member.

8.0 Insurance. Exchange students and faculty shall be strongly recommended to obtain comprehensive health insurance, including medical evacuation and repatriation benefits.

9.0 Academic and Disciplinary Rules.

9.1 The parties agree that exchange students and faculty will enjoy the same rights and privileges enjoyed by other students and faculty of the Host Institution.

9.2 The parties agree that each institution's policies and rules covering matters of academic responsibility and standards of conduct will be applicable to students and faculty while attending the Host Institution.

9.3 If Host Institution determines after investigation that a student or faculty member violated such a policy or rule while attending Host Institution, Host Institution may terminate the student or faculty member's participation in the program.

9.4 If Home Institution determines that a student or faculty member violated its policies or rules while attending Host Institution, Host Institution shall

cooperate and provide Home Institution with information relating to the student or faculty member's conduct while attending the Host Institution.

10.0 Orientation

10.1 Upon the arrival of Home Institution faculty or students, Host Institution shall arrange and conduct a comprehensive on-site orientation program. This program shall include but is not limited to information concerning the Host Institution's policies on academic responsibilities and standards of conduct, and any known, abnormally dangerous conditions on the premises or in the city or country, such as the threat of crime, civil unrest, disease or terrorism.

10.2 Host Institution shall exercise reasonable efforts to assist Home Institution faculty and students in securing appropriate visas, residence and work permits, and to provide sponsorship for immigration and other purposes in a timely fashion for all Home Institution faculty and their families.

10.3 Host Institution will assist Home Institution faculty and students to locate housing and provide other assistance to the visiting students and faculty.

11.0 Designated Liaisons. Each university designates the following official to serve as its liaison, through whom all parties coordinate and facilitate their activities under the Agreements. The liaisons also address any concerns or disputes that may arise relating to the terms and conditions of Agreements.

11.1 UTD:

Director, Office of International Education
The University of Texas at Dallas
Box 830688 MC 19
Richardson, TX 75083-0688
USA

11.2 MARBURG:

Referat für Internationale Beziehungen
Philipps-Universität Marburg
Biegenstr. 12
D-35032 Marburg
Germany

11.3 Additional liaisons may be designated in a Program Agreement.

12.0 Budgetary Considerations. Resources for implementation of Agreements may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with Agreements unless specifically stated otherwise in a Program Agreement. No implementation of any portion of the

Agreements may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement a Program Agreement and funding for such purposes is not appropriated to that institution or is not otherwise available to the institution, the institution shall have no further financial obligations upon such determination. Should either institution not have funding to carry out any obligations of a particular exchange effort conducted under a Program Agreement, it shall immediately notify the other institution of such fact and of such portions of the Program Agreement that may be deemed terminated or modified due to the lack of funding.

13.0 Non-Discrimination. The parties agree to comply with all national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which Institution is subject.

14.0 Relationship of the Parties. Agreements shall not be construed to create a relationship of partners, brokers, employees, servants, or agents as between the parties. The parties to the Agreements are acting as independent contractors. Faculty who participate in exchange programs remain employees of the Home Institution.

15.0 Use of Institutions' Name; Advertising and Publicity. Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

16.0 Governing Law; Forum.

16.1 Agreements shall be governed by and construed under the laws of the State of Texas, which shall be the forum for any lawsuits arising from and incident to the Agreements.

16.2 All activities conducted under the Agreements must be conducted in accordance with the laws, rules, and regulations applicable to each institution. In the case of UTD, these are the laws, rules, and regulations of the State of Texas and the United States of America. In the case of MARBURG, these are the laws, rules, and regulations of Land Hessen and the Federal Republic of Germany.

17.0 Waiver. A waiver of any breach of any provision of the Agreements shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreements.

18.0 Non-Assignment. Neither party may assign Agreements without the advance written consent of the other. Agreements shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

19.0 Notices. Any notice to either party under the Agreements must be in writing signed by the party giving it and shall be deemed given when received by the party's designated representative. Notices shall be mailed postage prepaid by first class, certified, or express mail or hand delivered to the following designated representatives:

To UTD:

Director, Office of International Education
The University of Texas at Dallas
Box 830688 MC 19
Richardson, TX 75083-0688
USA

To MARBURG:

Referat für Internationale Beziehungen
Philipps-Universität Marburg
Biegenstr. 12
D-35032 Marburg
Germany

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Termination.

20.1 If either party breaches the terms and conditions of the Agreements and the parties have complied with paragraph 24 of this Agreement, the other party has the right to terminate the Agreements immediately upon written notice to the other.

20.2 Either party has the right, upon proper notice, to terminate its obligations under the Agreements for reasons of force majeure. "Force majeure" is defined by circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the Agreements.

21.0 Conflict. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

22.0 Amendment of Agreements. No amendment to the Agreements shall be effective unless reduced to writing and executed by the authorized representatives of UTD and MARBURG through their Offices of International Education or Relations.

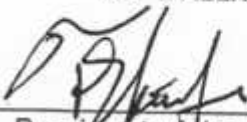
23.0 Right of Inspection. Parties agree that each institution shall permit the other institution to visit facilities and services utilized in connection with any activity conducted under the Agreements.

24.0 Resolution of Disputes. Agreements are based on the common trust and good faith of the parties. In case of disputes, the parties, through the liaisons designated in paragraph 11 of this Agreement, shall make a good faith effort to obtain an amicable resolution.

Executed in duplicate copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the authorized representative(s) of both parties have executed two copies of this Agreement on this ____ day of August, 2004.

THE UNIVERSITY OF TEXAS
AT DALLAS



President of the University

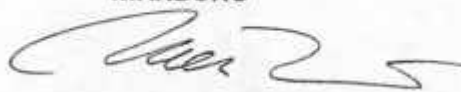
Franklyn G. Jenifer

President's Printed Name

August 13, 2004

Date

PHILIPPS-UNIVERSITÄT
MARBURG



Prof. Dr. Volker Nienhaus

President

15. Sep. 2004

Date