AGREEMENT OF COOPERATION

BETWEEN

EBS Universität für Wirtschaft und Recht/EBS

AND

The University of Texas at San Antonio

The University of Texas at San Antonio (hereinafter referred to as U.T.S.A.) and EBS Universität für Wirtschaft und Recht i.Gr., located at Gustav-Stresemann-Ring 3, 65189 Wiesbaden, GERMANY, (hereinafter referred to as EBS) enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between U.T.S.A. and EBS are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

II.

To achieve these goals, U.T.S.A. and EBS will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
• exchange information pertaining to developments in teaching, student development and research at each institution.

In achieving these goals, UTSA’s Office of Research Integrity and Compliance will review in advance the specifics of all proposed exchanges of information or of any proposed research collaboration to ensure that such exchanges or collaborations comply with any applicable American Export Control laws and regulations.

III.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

• to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;

• to act as principal contracts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;

• to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and

• to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

This general Agreement of Cooperation shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement.

VI.

Upon approval by each institution, this agreement shall remain in effect for a period of ten (10) years unless terminated earlier by either institution. Such 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. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither U.T.S.A. nor EBS shall be liable to the other for any monetary or other losses which may result.

This Agreement or any associated agreements resulting from this Agreement may be translated and executed by the institutions; however, if the terms and conditions in the English version of an agreement conflict with those in the foreign language version(s) of the agreement, the English version shall control.

EXECUTED by The University of Texas at San Antonio and EBS Universität für Wirtschaft und Recht i.Gr. in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By: Julius M. Gribou

Title: Executive Vice Provost and Senior International Officer

Date: 19 August 2011

EBS UNIVERSITÄT FÜR WIRTSCHAFT UND RECHT

By: Professor Dr. Rolf Cremer

Title: President

Date: 8 September 2011

By: Lynda de la Viña, PhD

Title: Dean, College of Business

Date: 08/23/11