

MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS STATE UNIVERSITY
AND
TH KÖLN,
KÖLN INTERNATIONAL SCHOOL OF DESIGN

General

Texas State University and TH Köln / Köln International School of Design wish to establish this Memorandum of Understanding (MOU) as a framework for cooperation in order to promote collaborative research activities, foster international academic and creative exchange, ensure achievement of their strategic plans, and facilitate cross-cultural engagement for the enhancement of their programs, human resources, and countries.

I. Scope of Agreement

The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon, in writing, by both parties prior to the initiation of that activity. These activities shall be subject to the terms of this MOU. This agreement shall affirm each party's intent to enter into, among others, the following types of collaborative activity:

- A. Promote academic/scientific/creative/professional relations between the institutions.
- B. Develop teaching, research, and service activities of common interests to both institutions.
- C. Encourage faculty and student mobility and exchanges.
- D. Promote discussion and the exchange of experience in all those areas of mutual benefit to both institutions.

II. Period of Agreement

This agreement shall be effective upon the date of final execution and will remain in force for a period of five years. This agreement may be renewed beyond five years by mutual written agreement. In addition, either party may terminate the agreement by providing ninety (90) days' written notice to the other party.

III. Activities Under This Agreement

It is expected that activities taking place under this agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For Texas State University, faculty and student exchanges will follow relevant university guidelines for such activities.

IV. Planning and Management of Activities

Each distinct activity will be described in a separate agreement drawn up jointly and signed by authorized signatories of each Party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the activity and set forth all terms and conditions associated with the activity.

V. Financial Commitment

This agreement reflects the commitment of each party to collaborate as expressed, and it is not intended to be of a legally binding nature. As a result of this framework, neither party will incur any financial obligations resulting from the actions of the other party without a separate prior agreement, in writing, to accept specific financial obligations. Any additional agreement pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each party.

VI. Funding of Activities

Separate agreements under this MOU should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Activities requiring funding must be approved by both parties. Each party will commit, to the extent allowed by law in their respective countries, the necessary resources of their respective institutions pledged under specific terms of supplemental agreements.

VII. Nondiscrimination

Texas State University and TH Köln / Köln International School of Design agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this agreement.

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all policies and laws of their respective countries prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

VIII. Use of Name

TH Köln / Köln International School of Design will not use the name of Texas State University, nor of any Texas State University student, staff or faculty, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Texas State University. Texas State University will not use the name of Köln International School of Design, or any employee or student of Köln International School of Design in any publicity, advertising, or news release without the prior written approval of Köln International School of Design.

IX. Amendments

The terms of this agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto. Parties will notify each other in writing ninety (90) days in advance of modification of this agreement.

X. Export Control

It is recognized and understood that this agreement is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

XI. Contact Persons

Each party will designate an individual who will serve as the contact person for this agreement.

TEXAS STATE UNIVERSITY

Name: Claudia Roeschmann
Title: Professor, Associate Director MARC
Address: 3055 Hunter Road,
San Marcos, TX 78666
Telephone: (512) 245-7827
E-mail: cr29@txstate.edu

TH KÖLN / KÖLN INTERNATIONAL SCHOOL OF DESIGN (KISD)

Name: Lisa Janssen
Title: International Coordinator KISD
Address: Campus Südstadt
Ubierring 40, 50678 Köln, Germany
Telephone: 49 221 8275 3655
E-mail: Lisa.janssen@th-koeln.de

It is envisioned that both parties will engage in creative activities that will meet these mutually identified areas of interest with quality and a new sense of international cooperation. This agreement shall remain in force for five years from the date of the last signature below and shall be deposited at Texas State University and at Köln International School of Design.

So be it understood and enthusiastically supported by the undersigned.

Texas State University

Pranesh Aswath
Pranesh Aswath (Mar 2, 2024 12:30 CST)
Date: Mar 2, 2024
Dr. Pranesh Aswath
Provost and Executive Vice
President for Academic
Affairs

Dan Alden
Dan Alden (Mar 4, 2024 17:17 CST)
Date: Mar 4, 2024
Dan Alden
Director of Procurement &
Strategic Sourcing

TH Köln

Prof. Dr. Stefan Herzig
Date: 23/02/2024
President
