

**Memorandum of Understanding
between
Universität Bayreuth, Germany and
Texas State University, U.S.A.**

The University of Bayreuth, represented by its President Prof. Dr. Stefan Leible, and Texas State University, represented by its Provost and Vice President for Academic Affairs, Dr. Gene Bourgeois, desire to establish collaborative relations between the two institutions in order to promote friendship and to co-operate toward the internationalisation of higher education in a mutually beneficial association in general, and therefore, to develop academic and cultural exchange in education, research and other areas in particular, have agreed that:

1. The two institutions shall encourage co-operation in any discipline and programme offered at either university as well as further areas of co-operation which are felt to promote the above-mentioned goals. However, any specific bilateral programme including joint degrees shall be subject to mutual consent, availability of funds and the approval of both universities. 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) exchange of faculty members
 - b) exchange of students
 - c) exchange of publications
 - d) joint research projects
 - e) joint conferences
 - f) joint teaching projects
 - g) joint cultural programmes.
2. 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. Each distinct activity will be described in a separate agreement that will be attached to this MOU as an annexure and will be drawn up jointly and signed

by authorized signatories of each Party. The two institutions and/or their respective departments concerned with the particular activity shall decide through consultation the specific areas and details of co-operation within the framework of the Agreement and shall consult from time to time at the request of either institution for the purpose of reviewing and evaluating the operation of the Agreement.

3. 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.
4. 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.
5. Texas State University and the University of Bayreuth 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.
6. This Memorandum shall become operative on the date of the last signature indicated hereunder and shall remain in force for an initial period of two (2) years with an option for one two-year renewal after a positive evaluation of the cooperation. However, either of the signing institutions may terminate the agreement in writing at least six (6) months prior to the beginning of an academic term/year.
7. This memorandum may be amended or supplemented by written agreement between the two institutions. Parties will notify each other in writing ninety (90) days in advance of

modification of this agreement Each amendment and/or supplement will be appended as an annexure.

8. 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.
9. Each party will designate an individual who will serve as the contact person for this agreement.

TEXAS STATE UNIVERSITY

Name: Dr. Osvaldo Muñoz Solari

Title: Professor, Department of Geography and
Environmental Studies and
Associate Director, Grosvenor Ct. for
Geographic Education

Address: 601 University Drive, San Marcos,
Texas 78666

Telephone: 512-245-2170

E-mail: o.muniz@txstate.edu

UNIVERSITY OF BAYREUTH

Name: Dr. Gabriele Schröfer

Title: Department of Geography, Professor and
Chair of Didactic

Address: Universitätsstraße 30 / GEO II
D-95447 Bayreuth

Telephone: +49 (0)921/55-2275

E-mail: gabriele.schruefer@uni-bayreuth.de

And

Name: Ms. Rosario Davis

Title: Assistant VP and Director, Office of
International Affairs

Telephone: 512-245-7966

E-mail: rd31@txstate.edu

Name: Dr. Arnim Heinemann

Title: Director, International Office

Telephone: +49 (0)921/55-5240

E-mail: international@uni-bayreuth.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 two years with an option for one two-year renewal from the date of the last signature below and shall be deposited at Texas State University and at the University of Bayreuth.

So be it understood and enthusiastically supported by the undersigned.

Bayreuth, 11/11/22

San Marcos, Texas, 1.25.2023

University of Bayreuth

Texas State University

Prof. Dr. Stefan Leible
President



Dr. Gene Bourgeois
Provost and Vice President for Academic Affairs