

PROGRAM AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AND
AUDENCIA BUSINESS SCHOOL, FRANCE

WHEREAS, The University of Texas at Rio Grande Valley (hereon referred to as UTRGV) and Audencia Business School, (hereon referred to as Audencia) have previously executed an Agreement of Cooperation.

WHEREAS, UTRGV and Audencia institution desire to implement the provisions of such Agreement of Cooperation by providing students enrolled at each institution with an educational opportunity at the other's institution.

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

1.0 Term. This Agreement shall be effective on the first day of Fall 2021 and terminate on the last day of Fall 2023.

2.0 Program Students and Admission.

2.1 The exchange shall be limited to the equivalent of up to 2 full-year students or 4-semester students per academic year from each institution during the term of the Agreement. Both institutions will review the exchange program on a regular basis for any imbalances in the number of students exchanged and will adjust the numbers as necessary to maintain a well-balanced program.

2.2 UTRGV shall notify Audencia of the students nominated by UTRGV to participate in the program as set in the determined deadlines by both universities. Audencia shall notify UTRGV of the students nominated by Audencia as stated in the deadline.

2.3 UTRGV and Audencia institution shall select students to participate in the exchange program based on demonstrated academic achievement and completion of curriculum that are a prerequisite for participation in the program.

UTRGV/Audencia will recommend students for the program who have sufficient language proficiency to effectively participate in the instruction program offered at the host university.

UTRGV/Audencia undergraduate students who have completed at least one year of undergraduate study, and graduate students are eligible to participate in the program.

2.4 Students participating in the program will be subject to and must abide by all the rules and regulations of the host institution.

3.0 Course of Study. Student(s) may apply to any academic program offered at each institution, but each institution reserves the right to exclude students from restricted

enrollment programs. Student(s) will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at host institution. Students are expected to maintain the equivalent of a full-time course load at home institution.

4.0 Grade Reports. Within four weeks of the end of each semester, each institution will forward to home institution officials grade reports for each student in the program, corresponding to the "A, B, C, D, and F" and "Pass-Fail" grading system of UTRGV, which UTRGV shall, upon request, explain to Audencia institution.

5.0 Program Payments. UTRGV students will register for a full course load and remain registered at UTRGV while attending Audencia and will pay UTRGV tuition. UTRGV students will be exempt from tuition at Audencia. Audencia students will register for a full load and remain registered at Audencia while attending UTRGV and will pay Audencia tuition. Audencia students will be exempt from tuition at UTRGV. Students will pay medical insurance and other fees as required by the host institution.

6.0 Housing/Travel/Meals. Each institution will provide information regarding locating housing for students during their semester(s) of attendance. Housing cost, travel and meals will be paid by the student.

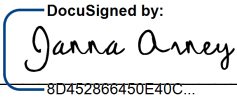
7.0 Designated Liaison. Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under this Program Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Program Agreement.

7.1 UTRGV: Dr. Alan Earhart. Director of International Programs and Partnerships, 1201 W. University Dr. ESTAC 3.128, Edinburg, Texas, United States of America, 78539. Email: alan.earhart@utrgv.edu. Tel: +1 956-665-2325.

7.2 Audencia: Desi Schmitt. Director of Department of International Affairs. Bureau 45.8 Route de la Jonelière BP 31222 44312 Nantes Cedex 3. France +33(0) 240373470.

THE UNIVERSITY OF TEXAS RIO
GRANDE VALLEY

AUDENCIA BUSINESS SCHOOL

By  _____
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By Christophe GERMAIN _____

Janna Arney, PhD


Christophe Germain

Executive Vice President and Provost
Title: ~~Deputy President & Interim Provost~~

Title: Dean & Director General

Date 10/20/2021 _____

Date 22/10/2021 | 17:06 CEST _____

 Reviewed by Dr. Christine Shupala

By Desi SCHMITT _____

Desi Schmitt

Title: Director of International Affairs

Date 22/10/2021 | 16:48 CEST _____

AGREEMENT OF COOPERATION

BETWEEN

Audencia Group

AND

The University of Texas at Brownsville

The University of Texas at Brownsville (hereinafter referred to as UTB) and Audencia Group (hereinafter referred to as Audencia Group) 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 UTB and Audencia Group 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, UTB and Audencia Group 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.

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.

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 UTB nor Audencia Group shall be liable to the other for any monetary or other losses which may result.

EXECUTED by The University of Texas at Brownsville and Audencia Group in duplicate copies in English, each of which shall be deemed an original.

**THE UNIVERSITY OF TEXAS AT
BROWNSVILLE TEXAS**

AUDENCIA GROUP NANTES, FRANCE

By: **Alan Artibise**

Title: Provost

Date:

 7/1/14

By: **Frank Vidal**

Title: Dean & Director General

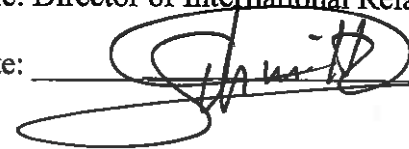
Date:



By: **Desi Schmitt**

Title: Director of International Relations

Date:

 25/09/14

**AMENDMENT #1 TO AGREEMENT OF COOPERATION BETWEEN
THE UNIVERSITY OF TEXAS AT BROWNSVILLE AND AUDENCIA GROUP**

This Amendment #1 ("Amendment #1") having an effective date of September 1, 2015 ("Effective Date"), is between The University of Texas at Brownsville ("UTB"), a member institution of The University of Texas System ("UT System") which is governed by the Board of Regents of The University of Texas System ("Board") and Audencia Group.

This Amendment #1 amends a certain Agreement of Cooperation ("Agreement") by and between UTB and Audencia Group entered into on July 1st, 2014.

RECITALS

WHEREAS, on June 14, 2013, the Texas legislature established a new UT System member institution (recently officially named The University of Texas Rio Grande Valley ("UTRGV"); see Section 79.02, Texas Education Code). UTRGV will be comprised of campuses and academic operations in Cameron, Hidalgo and Starr counties. The Texas legislature also granted the Board the powers and duties to abolish The University of Texas at Brownsville ("UTB") and The University of Texas-Pan American ("UTPA") (see Section 79.02 (f) Texas Education Code) at some date after September 1, 2015.

WHEREAS, the parties wish to transfer all rights, duties, obligations and responsibilities under the Agreement from UTB to UTRGV.

WHEREAS, beginning September 1, 2015, UTRGV desires to accept and be responsible for UTB's rights, interests, duties, and/or obligations under the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Effective September 1, 2015, UTB hereby assigns to UTRGV all of its rights, interests, duties, and/or obligations under the Agreement.
2. Effective September 1, 2015, UTRGV hereby accepts this assignment of all of UTB's rights, interests, duties and obligations under the Agreement.
3. The Agreement is hereby revised by replacing each use of the name "UTB" with the name "UTRGV".
4. Except as amended herein, all other terms and conditions of the Agreement remain unchanged and in full force.

This Amendment #1 to Agreement of Cooperation ("Amendment") is effective on the Effective Date, regardless of the date of the last signature entered.

EXECUTED by the duly authorized representatives of UTB, UTRGV and Audencia Group on the date shown below.

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY



Dr. Guy Bailey
UTRGV President

6/17/2015

Date

THE UNIVERSITY OF TEXAS AT BROWNSVILLE

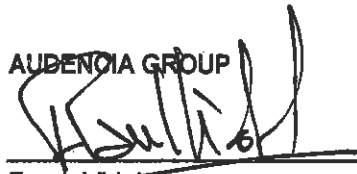


Dr. William Fannin
UTB Interim President

06/03/2015

Date

AUDENCIA GROUP



Frank Vidal
Dean & Director
General

07/20/2015

Date