

**A GENERAL AGREEMENT**

for

**EDUCATIONAL EXCHANGE AND COOPERATION**

between

**The Ministry of Science, Research and the Arts**

State of Baden-Württemberg

Königstrasse 46

D-70173 Stuttgart

Germany

and

**The State of Oregon acting by and through the State Board of Higher Education  
on behalf of the Oregon University System**

444 Snell Hall

Oregon State University

Corvallis, Oregon 97331

United States of America

**PREAMBLE**

The Ministry of Science, Research and the Arts (MSRA) of the State of Baden-Württemberg and the State of Oregon acting by and through the State Board of Higher Education on behalf of the Oregon University System (OUS), having affirmed their successful 37-year cooperation and common commitment to the values of intellectual freedom, educational excellence, and international cooperation, and having recognized the benefits which have been realized through expanded communication on educational and cultural matters, the sharing of educational and cultural resources in higher education, and the development of new joint projects in the fields of education, research, and cultural exchange, do hereby support the existing cooperation and ordain this General Agreement for Educational Exchange and Cooperation.

## **Implementation of the Agreement**

1. The terms of this General Agreement will be implemented by mutual consent through future written Agreements developed by the representatives of the contracting parties. Such further agreements will be considered codicil to this General Agreement.
2. The representative of the MSRA is the Minister of Science, Research and the Arts and his designees. MSRA designates the Eberhard-Karls-Universität, Tübingen, as the Executive Agent for the implementation of the educational aspects of this General Agreement.
3. The representative of the Oregon University System is the Vice Provost for Academic Affairs and International Programs at Oregon State University and her/his designees. The VPAAIP designates the Director of the Oregon University System International Programs as the Executive Agent for the implementation of this General Agreement.

## **ARTICLES**

### **Article 1: Student Exchange**

1. MSRA and OUS agree to conduct visiting student exchanges on a reciprocal and tuition-free basis. Visiting students will pay required fees at the host institution, except that OUS exchange students at universities in Baden-Württemberg within this program will be exempted from registration fees (“Verwaltungskostenbeitrag”).
2. Students from institutions of higher education in Baden-Württemberg may participate in any available field of study for which they are individually prepared at any university of the OUS.
3. Baden-Württemberg students participating in visiting student exchanges with the OUS will enjoy all of the rights and privileges of regularly enrolled students. The individual universities of OUS may specify entrance requirements to courses which may include language skills, prerequisite courses, and/or student status. Visiting students may pursue enrollment at OUS universities for the purposes of seeking degrees. Visiting students must meet regular admission requirements if they wish to pursue degrees.
4. OUS students may participate in any available field of study for which they are individually prepared at any institution of higher education in the State of Baden-Württemberg. The individual universities of Baden-Württemberg may specify entrance requirements to courses which may include language skills, prerequisite courses, and/or student status.
5. OUS students participating in visiting student exchanges with institutions of higher education in Baden-Württemberg will enjoy all the rights and privileges of regularly enrolled students with the exception that they will not be permitted to receive the host institutions’ diplomas or degrees.

6. In recognition of the special need of OUS students for instruction in the German language and culture, MSRA agrees to provide tuition-free instruction of four to six weeks of intensive German language training and cultural orientation. Other instruction that is mutually determined to be essential to the success of students participating in the exchange will be provided as financially feasible. In return, OUS offers a subsidized two-week orientation program for Baden-Württemberg exchange students.
7. In support of this Article, OUS agrees to provide appropriate resources in Oregon, and MSRA in Baden-Württemberg, to promote, develop, and manage the exchange program.

### **Article 2: Practical Education Exchange**

MSRA and OUS agree to explore, promote, develop, and implement specific programs and arrangements for their respective students to participate in various forms of practical, experiential, and internship education on a reciprocal exchange and tuition-free basis.

### **Article 3: Faculty and Staff Exchange**

MSRA and OUS agree to develop specific programs, arrangements, and activities to encourage and promote the reciprocal exchange of faculty and staff from their respective institutions of higher education.

### **Article 4: Research and Development**

MSRA and OUS agree to encourage the conduct of joint activities and projects between their respective institutions of higher education and campuses with an emphasis on applied research and technological development.

### **Article 5: Educational Policy Exchange**

MSRA and OUS agree to encourage the exchange of information, research, and persons in the educational policy field for the purpose of sharing ideas and perspective to improve educational opportunities in both states. Special emphasis shall be given in such exchanges to the preparation of the workforce for the technologically advanced and economically dynamic industrial and business environment of 21<sup>st</sup> century.

### **Article 6: Cultural Exchange**

MSRA and OUS agree to encourage and support the reciprocal exchange of cultural and artistic resources and persons within higher education with a view to improve understanding and communication between the peoples of Baden-Württemberg and Oregon, and with a special objective of developing a general cooperation in the various aspects of the arts.

## AUTHENTICATION AND DURATION

1. This General Agreement shall take effect immediately upon its authentication by affixing the signatures of the representatives of both the Ministry of Science, Research and the Arts, State of Baden-Württemberg, and the Oregon University System. The General Agreement shall remain in effect for an indefinite period.
2. The General Agreement may be amended at any time by the written mutual consent of the contracting parties. The General Agreement may be terminated at any time by either party upon the provision of written notice. The parties agree that termination action will be implemented in such a way as to avoid negatively affecting continuing and recently initiated exchange activities.
3. This Agreement exists in two versions: one in English, the other in German. Both versions have equal value. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by duly authorized signature below, acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

In witness thereof, the parties hereto have executed this Agreement.

Signed on May 31, 2005 at Oregon State University in Corvallis, Oregon

MINISTRY OF SCIENCE, RESEARCH  
AND THE ARTS  
STATE OF BADEN-WÜRTTEMBERG

THE OREGON UNIVERSITY SYSTEM

---

Prof. Dr. Peter Frankenberg  
Minister

---

Dr. Rebecca L. Johnson  
Vice Provost for Academic  
Affairs and International Programs  
Oregon State University

---

Paul Primak  
Director, OUS International Programs

---

Meg Reeves  
Director of Policy and Legal Services  
Oregon State University

---

Contracts Officer, Oregon State University