

**THE COOPERATION AGREEMENT
BETWEEN
THE UNIVERSITY OF WARMIA AND MAZURY IN OLSZTYN
(REPUBLIC OF POLAND)
AND
TARLETON STATE UNIVERSITY
(UNITED STATES OF AMERICA)**

University of Warmia and Mazury in Olsztyn (UWM), located in Olsztyn at Oczapowskiego St.2,10-719 Olsztyn, Poland, represented by **Rector Prof. Dr. Ryszard Górecki** and Tarleton State University (TARLETON), located in Stephenville, Texas, represented by **President, Dr. F. Dominic Dottavio** represented by hereinafter called "Parties," having an intention to establish the scientific and research cooperation have decided to sign the present Agreement.

Article 1

The Coordinators and the Faculties participating in the implementation of the Cooperation Agreement shall be, from the side of the UWM:

The Faculty of Animal Bioengineering, Coordinator Dean Wiesław Sobotka and from the Tarleton side: Coordinator Dean Barry Lambert.

Article 2

The cooperation in research and science as well as education shall concern:

1. Conducting joint research concern scientific issues of interest to both Parties.
2. Arranging bilateral seminars.
3. Exchange of expertise between research and educational staff.
4. Publication of science works in periodicals of both Parties.
5. Exchange of publications, manuals and coursebooks.

Article 3

1. The Parties shall conduct the academic staff exchange by means of formal letters of invitation. The invitations will be sent by the Rectors or by the Deans authorized by them.
2. The aim of the academic staff exchange is: participation in scientific conferences, seminars, symposiums as well as exchange of expertise, to define plan of cooperation and joint discussions on up-to-date scientific issues of interest to both Parties.

Article 4

The detailed conditions of cooperation, especially the financing mechanisms, plan of exchanges of the academic staff and students of both Parties shall be specified in separate Annexes to this Agreement for each particular case.

Article 5

1. Either party may terminate this agreement, giving ninety (90) days written notice to the other party provided that such termination will not affect the completion of any activity underway at the time. If future activity has been advertised and either party has made commitments to students concerning such activity, such termination will not affect that activity. If the exchange is out-of-balance at the time the notice of termination is given, a mutually agreed upon means of balancing the agreement must be achieved before the agreement can be terminated.

2. The present Agreement will be in effect for five years. When signed, Agreement does not exclude a possibility of undertaking other cooperative activities which may be subject of an Annex to the present Agreement.

Article 6

Any alteration to the contents of this Agreement or to particular stages of mutually pursued projects should be concluded in the written form by mutual consent; otherwise it shall be null and void.

Article 7

The present Agreement is signed in two copies in the English language. Each Party receive one copy.

Article 8

1. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. This agreement creates no relationship or joint venture, partnership, limited partnership, agency, or employer-employee relationship between the parties, and the parties acknowledge that no other facts or relations to create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as from time to time be provided by written instrument signed by both parties.
2. This agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
3. This agreement shall be construed, and legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Texas applicable to contracts solely executed and wholly to be performed within the State of Texas without giving effect to the principles of conflicts of laws. Any disputes between the parties to this Agreement shall be brought in the state or federal courts of Texas. Furthermore, UWM, its contractors, and agents shall comply with all applicable international laws, codes, and regulations of the countries and localities in which services are provided, including, but not limited to, requirements relative to health and safety, permits and licensing of vehicles and drivers, vessels and crews.
4. In all activities undertaken pursuant to this agreement, the parties agree to comply with such federal, state and local laws, and statutes, as may be in effect at the time of performance and all valid rules, regulations, and orders thereof regulating such activities.
5. The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.
6. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, TARLETON and UWM will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in their administration of policies, programs, or activities; admission policies; other programs, or employment.
7. Each party shall be excused from any breach of this agreement which is proximately caused by government regulation, financial exigencies, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

8. UWM shall not use the names, logos, trademarks, seals service marks, and other identifying marks of TARLETON, The Texas A&M University System nor of any of its employees or components nor any adaptation thereof, in an advertising promotional, or sales literature without the prior written consent obtained from the Chief Executive Officer of TARLETON or the Chancellor for The Texas A&M University System, in each case. TARLETON shall not use the names, logos, trademarks, seals service marks, and other identifying marks of University of Warmia and Mazury in Olsztyn nor of any of its employees or components nor any adaptation thereof, in an advertising promotional, or sales literature without the prior written consent obtained from Rector of the UWM, in each case.
9. UWM will, as its sole cost and expense, acquire and maintain in effect during the period of the Agreement, general and professional liability insurance and any employee compensation insurance as may be required by the laws of the country in which UWM is organized. UWM certifies that it and its employees have the background, training, experience and necessary license to perform properly the services to be delivered under this agreement. UWM acknowledges that Tarleton, in entering into this Agreement, reasonably expects UWM to be aware of all applicable safety standards and necessary safety procedures and practices to be able to perform the services to be delivered under this Agreement without injury to Tarleton and their respective regents, staff and any third parties.
10. TARLETON will, as its sole cost and expense, acquire and maintain in effect during the period of the Agreement, general and professional liability insurance and any employee compensation insurance as may be required by the laws of the country in which TARLETON is organized. TARLETON certifies that it and its employees have the background, training, experience and necessary license to perform properly the services to be delivered under this agreement. TARLETON acknowledges that UWM, in entering into this Agreement, reasonably expects TARLETON to be aware of all applicable safety standards and necessary safety procedures and practices to be able to perform the services to be delivered under this Agreement without injury to UWM and their respective regents, staff and any third parties.
11. UWM agrees to indemnify and hold TAMUS (The Texas A&M University System), Tarleton and their respective regents, employee, and agents harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them (1) UWM's acts or omissions whether pursuant to the Agreement or arising out of any breach of this Agreement by UWM; or (3) arising out of errors, omissions or any activities of any carrier or supplier of accommodations, goods, or services that UWM may select. Provided however, that any such liability, loss or damage resulting from the negligence or wilful malfeasance of any regent, employee or agent of TAMUS or Tarleton is excluded from UWM's obligation to indemnify and hold harmless. This provision shall survive any termination of this Agreement. TARLETON agrees to indemnify and hold UWM and their respective regents, employee, and agents harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them (1) TARLETON's acts or omissions whether pursuant to the Agreement or arising out of any breach of this Agreement by TARLETON; or (3) arising out of errors, omissions or any activities of any carrier or supplier of accommodations, goods, or services that TARLETON may select. Provided however, that any such liability, loss or damage resulting from the negligence or wilful malfeasance of any regent, employee or agent of UWM is

- excluded from TARLETON's obligation to indemnify and hold harmless. This provision shall survive any termination of this Agreement.
12. UWM expressly acknowledges that Tarleton is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Tarleton of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Article 10

This Agreement shall be in force from the date of signing by both Parties.

Agreement signed by:

**University of Warmia and Mazury
in Olsztyn**

Tarleton State University

Signature

**Prof. Dr. Ryszard Górecki
R E C T O R**

Signature

**Dr. F. Dominic Dottavio
P R E S I D E N T**

Date