ADDENDUM
TO
MEMORANDUM OF AGREEMENT

STUDENT EXCHANGE

This Addendum is made and entered into on the date of the final signature hereto, by and between Texas A&M University-Corpus Christi, a member of The Texas A&M University System and an agency of the State of Texas, United States of America, located at 6300 Ocean Drive, Corpus Christi, Texas 78412 (hereinafter referred to as "TAMU-CC") and Pontificia Universidad Javeriana, a private institution of higher education, located at Carrera 7 No 40-62, Bogota, Colombia (hereinafter referred to as "PUJ").

This Addendum is a part of and contemporaneous with the Memorandum of Agreement entered into on 9 day of March, 2009 by and between TAMU-CC and PUJ.

1.0 PURPOSE
The purpose of this Addendum is to implement a student exchange program. The program is intended to provide a unique learning experience, enhance academic and research opportunities, and promote greater cultural understanding between students and faculty at both universities.

2.0 DEFINITIONS
2.1 "Home University" shall mean the university in which the exchange student is enrolled on a full-time basis and intends to graduate.

2.2 "Host University" shall mean the university which has agreed to receive the exchange student from the Home University.

2.3 "Academic Year" shall mean a combination of fall, spring and summer semester or terms.

2.4 "Term" shall mean any one of either the fall, spring or summer terms.

3.0 THE EXCHANGE
3.1 The parties agree that the exchange program shall operate on a reciprocal basis. Parity in numbers of exchange students is required over the term of the agreement. However, each party should be prepared to consider a disparity in any given semester or during the term of the agreement. Any imbalances should be resolved by the end of the following academic year.
4.0 SELECTION OF PARTICIPANTS

4.1 All exchange students must be students in good academic and disciplinary standing at the Home University and engaged in degree-oriented courses of study. Eligible students will be nominated for the exchange by the Home University. A person is eligible if he/she has not participated in the exchange program for more than 12 months. The Host University will reserve the right to make the final decision regarding the admission of each student nominated for the exchange. Selection for or participation in the exchange does not confer the right to pursue a degree at the Host University. Academic credit earned at the Host University will be credited at the Home University as determined by the policies of the Home University.

4.2 At least two (2) months before the anticipated date of enrollment, the number of students exchanged that particular year will be decided mutually by the parties.

4.3 The exchange students must meet any language requirement set forth by the Host University.

4.4 Exchange students may apply to any academic program offered at the Host University as full-time, non-degree or unclassified students at the undergraduate, graduate, or professional level as determined by the Host University. The Host University reserves the right to exclude students from restricted enrollment programs.

4.5 All exchange students must abide by all applicable rules and regulations of the Home University and Host University and by all applicable laws, rules, and regulations of the home and host countries. In case of violation, either university has the right to terminate a student’s participation in the exchange or the Host University has the right to expel the student in question.

4.6 Exchange students must grant permission to their Host University to send a transcript of course work to their Home University at the end of each term.

5.0 FEES AND EXPENSES

5.1 Exchange students will register for a full course load and pay applicable tuition and fees to their respective Home Universities. Each Host University will provide a tuition and tuition-related fee waiver or exemption for all students as provided by the Host University’s rules and regulations.

5.2 All participating exchange students will be responsible for the following:
(a) Transportation to and from the Host University;
(b) Room and board expenses;
(c) Medical insurance and student health services fees;
(d) Textbook and other related educational supplies;
(e) Specialized administrative/service fees (not associated with tuition) such as laboratory fees, equipment rental fees, visa/immigration registration fees, institutional administrative fees, etc.;
(f) Clothing and personal expenses;
(g) Passport and visa costs, and
(h) All other debts incurred during the course of the exchange.

5.3 Each university will exchange student budget and academic year calendar information on an annual basis.

5.4 Students at each university must provide documentation showing adequate financial support for the relevant period of study.

5.5 Both universities will exchange information regarding visa eligibility and application procedures for entry to their respective countries. All exchange students will be wholly responsible for passport, visa, and other fees related to admission to the country where the Host University is located.

5.6 General assistance will be provided by the Host University to help students locate living accommodations.

5.7 Exchange students will be required to purchase comprehensive health insurance, including medical evacuation and repatriation benefits.

5.8 Exchange students may withdraw from the exchange program at any time. Any student who withdraws from the exchange program, however, will not be entitled to a refund of any room and/or board costs or other fees paid to the Home or Host Universities.

6.0 TERMINATION
Either party giving ninety (90) days written notice to the other party may terminate this agreement 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.

7.0 GENERAL PROVISIONS
7.1 This Addendum shall become effective when signed by representatives of the two universities and shall remain effective until the Memorandum of Agreement between the parties dated [March], 2009 is terminated.

7.2 Correspondence and notices regarding the administrative/fiscal management of this program shall be addressed to the contacts listed in Attachment A. Notification of changes in the contact information shall be made in writing.
7.3 No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. This agreement shall enure to the benefit of and binding upon the parties hereto and their respective successors and permitted assigns.

7.4 This agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications, and understandings, oral or written. There are no representations, agreements, arrangements, or understandings oral or written, between or among the parties relating to the subject matter of this agreement that are not fully expressed herein.

7.5 If any part of this agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such enforceability shall not affect the balance of this agreement.

7.6 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 exist that would 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.

7.7 This agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

7.8 This agreement shall be construed, and legal relations between the parties hereof 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.

7.9 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.

7.10 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.

7.11 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, TAMU-CC and PUJ 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.

7.12 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.

7.13 PUJ shall not use the names, logos, trademarks, seals service marks, and other identifying marks of TAMU-CC, 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 TAMU-CC or the Chancellor for the Texas A&M University System, in each case.

IN WITNESS WHEREOF, the parties have each executed this agreement on the date reflected by each signature below.

Dated: 2/26/09  Dated: 1/5/2009

TEXAS A&M UNIVERSITY-CORPUS CHRISTI  PONTIFICIA UNIVERSIDAD JAVIERIANA

By: Dr. Flavius C. Killebrew  By:  
Title: President  Title: President

Father Joaquin Sanchez Garcia S.J.
ATTACHMENT A
ADMINISTRATION OF PROGRAM

For: TAMUCC

Robert S. Nelsen, Ph.D.
Associate Vice President
for Academic Affairs
Texas A&M University-Corpus Christi
6300 Ocean Drive, CCH 291, Unit 5758
Corpus Christi, TX 78412-5778
Telephone: 1-361-825-3060

For: PUI

Adriana Colmenares
Director
for Student Exchange Programs
Pontificia Universidad Javeriana
Carrera 7 No 40-62 piso 4
Bogota, Colombia
Telephone: 57-1-320-8320 Ext 2070