

AGREEMENT OF COOPERATION

BETWEEN
the University of Maryland, College Park
in the United States of America
AND
the University of Mannheim
in Germany

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions, the University of Maryland (UMD), a public agency and instrumentality of the State of Maryland, located in College Park, Maryland, United States of America, and the University of Mannheim (UMan), an institution of higher education acting as a corporation under public law located in Mannheim, Germany, hereby enter into this Agreement of Cooperation ("Agreement") for a period of five (5) years from the date of last signature below ("Effective Date").

UMD enters into this Agreement for the benefit of the Joint Program in Survey Methodology (JPSM), collaboration between and among UMD, the University of Michigan, and Westat. JPSM provides interdisciplinary graduate training in survey methodology and data science for current and future staff of Federal agencies and other survey organizations. JPSM has established two online graduate-level certificate degree programs in Survey Statistics and Survey Methodology.

U Man enters into this Agreement for the benefit of the Chair of Statistics and Methodology within the School of Social Sciences. The chair is responsible for executing a grant given by the German government to develop an International Program in Survey and Data Science ("IPSDS").

Article 1. Purpose: JPSM, through UMD, and UMan shall engage in discussions and joint activities with the goal of developing the IPSDS and enhancing it with the involvement of other institutions, – ideally to provide a double or joint degree program.

Article 2. Types of Cooperation Activities: Subject to future specific implementing agreements signed by authorized officers of each institution, both parties may seek to engage in the following types of cooperation in connection with the IPSDS:

- a) joint development of teaching and other training material;
- b) joint training of professionals in survey and data sciences research methods;
- c) joint development of infrastructure for the online delivery of educational materials;
- d) exchange of scholars for research, seminars, conferences and other academic meetings;
- e) joint promotional and marketing activities;
- f) other academic activities to which both universities agree.

Article 3. Contacts: The two parties will designate individuals with responsibility for the coordination and implementation of this agreement. Initial contact at JPSM should be made with Frauke Kreuter (fkreuter@umd.edu) and Jennifer Sinibaldi (jsinibal@umd.edu). Initial contact at UMan should be made with Karin Fröbinger (froessinger@uni-mannheim.de).

Article 4. Financial Arrangements: Both parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

Article 5. Funding: Both parties agree to exercise their best efforts in securing outside funding for joint projects.

Article 6. Entry and Visa Requirements for Visiting Faculty and Students: Both parties acknowledge that visits by faculty and students from one institution to the other shall be subject to the entry and visa regulations of the United States and Germany, and also shall comply with the regulations and policies of UMD and UMan.

Article 7. Subsidiary Agreements: The parties understand this Agreement cannot detail how each collaborative project will be implemented, administered, or funded. As a result, the parties agree they will need to enter into separate subsidiary agreements for each project they agree to undertake. Each subsidiary agreement will address the scope of work; each party's contributions and obligations to the project; the administration, coordination and implementation of the project; the respective rights of each party to own, use and license intellectual property that is developed in the course of the project, and other issues the parties may mutually agree to address.

Article 8. Disclosure of Results of Academic and Research Activities: To assure compliance with the respective Universities disclosure policies and to protect the interests of both parties, if in the course of conducting discussions or performing work under a separate subsidiary agreement, one party wishes to disclose information to the other party that the disclosing party considers to be proprietary, non-public, or confidential, the parties shall execute a nondisclosure agreement.

Article 9. Export Control Laws and Regulations: The parties acknowledge that the evaluation, selection and funding of projects under this Agreement must take into account and may be affected by the restriction of Export Control Laws.

Article 10. Review and Renewal: Both parties shall review the status of this Agreement in the fourth year of the Term to determine any modifications that might be beneficial or necessary. The Term of this Agreement may be renewed or extended by mutual written consent of authorized officials of both parties.

Article 11. Termination: The parties may terminate this Agreement at any time by mutual agreement. Either party may terminate this agreement with written notification, signed by a designated official of the party initiating termination. Such notification must be given to the other party at least twelve months in advance of the effective date of termination. Undertakings still in progress at the time of termination shall continue until completion unless the parties agree otherwise in writing.


Article 12. Formal Partnership: While this is an Agreement of Cooperation, UMD and UMan remain independent. Neither institution is nor shall be deemed to be a legal partner or agent of the other, and neither institution shall represent itself as such without a supplemental agreement. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

Article 13. Non-Discrimination: The parties agree that in the course of activities undertaken pursuant to this Agreement neither will discriminate against any person based upon race, religion, sex, sexual orientation, disability, age, ancestry or national origin, veteran status marital status, genetic information, political affiliation, or gender identity or expression.

Article 14. Entire Agreement: This Agreement contains the whole understanding of the parties and supersedes all prior oral or written representations and statements between the parties. No amendments to this Agreement may be made except by a writing signed by the parties.

Article 15. General: This Agreement may be executed in multiple counterparts exchanged by electronic means of duly-signed duplicates, each of which shall be deemed an original but together shall constitute one and the same agreement.

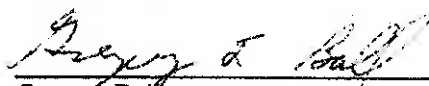
University of Maryland, College Park



Mary Ann Rankin
Senior Vice President and Provost

7 June 2016
Date

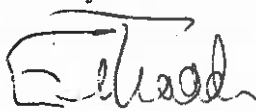
Dean Behavioral and Social Science



Gregory Ball

1 June 2016
Date

University of Mannheim



Prof. Dr. Ernst-Ludwig von Thadden
Rector University of Mannheim

16 June 2016
Date

Dean - School of Social Science



Michael Diehl

14 June 2016
Date