



**UNIVERSIDAD  
DE BURGOS**

**PROGRAM SPECIFIC AGREEMENT FOR AN LL.M.  
PROGRAM FOR FOREIGN-TRAINED LAWYERS**

**Between**

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON  
BEHALF OF GEORGIA STATE UNIVERSITY AND ITS COLLEGE OF LAW  
ATLANTA, U.S.A.**

**And**

**UNIVERSITY OF BURGOS, BURGOS, SPAIN**

In order to enhance the educational experiences and cultural understanding of their students and faculty, the Board of Regents of the University System of Georgia by and on behalf of Georgia State University and its College of Law, Atlanta, Georgia, United States of America ("Georgia State") and University of Burgos and its Faculty of Law, Burgos, Spain ("UBU") agree to build upon their collaboration by establishing an agreement to facilitate a Specialized Master of Law degree program ("LL.M. program") for University of Burgos law graduates in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and University of Burgos hereby agree to the following:

**1. Description of Program**

This Agreement is established to promote and facilitate the admission of University of Burgos (UBU) graduates into a specialized LL.M. program at Georgia State. Law graduates of UBU may be admitted into either the non-bar track (Track 1) or the bar-eligible track (Track 2) of the LL.M. program.

This program is open to University of Burgos graduates as follows:

- a) Track 1: admitted students may attend the one-year LL.M. program at Georgia State before or after earning their Licensure in Law in Spain;
- b) Track 2, Option 1: Obtain Licensure in Law in Spain then attend and complete Georgia State's LL.M. Track 2 (Bar-eligible) program, thereby becoming eligible to apply to take the Georgia Bar exam; or
- c) Track 2, Option 2: Complete Georgia State's Track 2 (Bar-eligible) program, seek Law Licensure in Spain, with the possibility of returning to the United States to take the Georgia Bar exam.

## **2. Term and Academic Years**

This Agreement becomes effective on the date it is duly signed by representatives of both institutions. The term of the Agreement shall commence on the effective date and shall be in effect for five (5) years, unless earlier terminated by either party pursuant to Section 16 below. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State assumes any financial obligations by entering into this Agreement, and, in no event shall the term of this Agreement extend beyond five academic years. This Agreement may be renewed for additional academic year or five-year renewal terms, as applicable, upon the advance written agreement of both parties.

The academic year at Georgia State consists of two regular semesters: Fall semester which begins in August and ends in mid-December, and Spring semester which begins in January and runs into early May. In addition, there is a Summer semester. Students from UBU will be allowed to participate during the Fall and Spring semesters.

## **3. Number of Students**

Starting in Fall 2018 and continuing for each year during the term of this Agreement, Georgia State will receive up to five (5) law students from the University of Burgos. These numbers may be amended in writing by both parties. The Program numbers will be monitored annually throughout the term of this Agreement by both institutions.

## **4. Units Involved in the Program**

Participants in the Program will be drawn from the Faculty of Law at UBU at the discretion of both parties.

## **5. Requirements for Participation**

UBU will promote and encourage interested qualified graduates of its own Law program to apply for Georgia State's specialized LL.M. program.

Students who wish to participate in the LL.M. program will be screened for eligibility for admission by UBU, which shall respect the admission requirements of Georgia State. Students will be required to comply with the standard rules, regulations, and enrollment requirements of Georgia State, including requirements of language proficiency and health documentation.

Students must be proficient in the language of instruction for courses to be taken at Georgia State to participate. At Georgia State, the language of instruction is English. Students from UBU will be required to submit English language proficiency test scores that meet the minimum admission requirements for this program – a score of 100 on the iBT TOEFL test or 7.5 on the IELTS exam. Applicants scoring lower than 100 on the TOEFL or 7.5 on the IELTS - but above 90 on the TOEFL or 6.5 on the IELTS – may be conditionally admitted to the LL.M. program if they enroll in the 7-week Summer Program English for Professional Purposes: Law (EPPL), when it is offered. Depending on enrollment,

there may also be a 4-week Summer Institute where students may earn six Georgia State credits. Course offerings vary, but LL.M. students may be interested in Introduction to U.S. Law and Legal English. The aforementioned language requirements apply only to the students and not to their spouses and dependents. Georgia State shall have final authority over decisions regarding admission of students to its courses.

## **6. Academic Counseling, Credits and Reports**

Georgia State will supply UBU with course descriptions and other pertinent materials/non-confidential information to facilitate the promotion of the program. Students must carry a normal load of classes appropriate to full-time status.

## **7. Tuition and Fees**

Qualified Graduates of UBU admitted to this degree program will be eligible to receive a partial tuition waiver from Georgia State. These will be granted as available based on the University System of Georgia and Georgia State waiver policies. These partial waivers are expected to cover approximately 30% of students' tuition. Georgia State may provide these waivers either through the university's non-resident tuition waiver or its Graduate Assistantship program. Admitted students and/or UBU will cover the balance of the tuition and mandatory fees owed.

## **8. Student Responsibilities and Expenses**

Unless otherwise indicated in an appendix hereto, students in this Program will be responsible for the following:

1. Payment of admission application fees by published deadlines;
2. Payment of applicable tuition and all mandatory student fees by published deadlines;
3. With the assistance of Georgia State, obtaining the proper visas and other documents required by the United States government, including any guarantee that they have the financial resources to meet all expenses;
4. The costs of food, housing, international and local transportation, books, fees for class materials, and other educational and personal expenses;
5. Purchase of the required health/hospitalization/accident insurance, including repatriation and medical evacuation plans as well as liability coverage for the time of their involvement in the Program in order to meet governmental regulations, as well as the regulations of Georgia State, as set forth in Section 10 below;
6. Abiding by the same regulations and performance standards that pertain to other students at Georgia State;
7. In compliance with the Family Educational Rights and Privacy Act (FERPA), requesting official transcripts to be sent by Georgia State to UBU if requested;
8. Providing the appropriate Program coordinator/director at Georgia State emergency contact information; and
9. Submitting any health or immunization records required by Georgia State.

## **9. Visa Requirements**

It is each student's responsibility to obtain the appropriate visa, as required by the United States. Students enrolling at Georgia State are required to obtain an F-1 visa, and therefore must provide their information and documentation of sufficient financial resources needed to study in the U.S. four to five months before the start of the program. Georgia State will provide the necessary documentation (e.g. official letters of admission, immigration documents) for students to obtain a visa to enter and study in the United States. Forms and detailed information about this process will be provided by Georgia State's International Student & Scholar Services.

## **10. Insurance Requirements**

Personal health, hospitalization and accident insurance, including a repatriation and medical evacuation plan, as well as liability coverage, is required for all students participating in this Program. Students who already have insurance must submit proof of such coverage to Georgia State for approval before departing from their home countries. Georgia State will assist students in identifying available insurance options designed for international students, if necessary. Students from UBU who do not have appropriate insurance must obtain Georgia State's international students' insurance policy.

## **11. Housing**

Georgia State may offer advice to students regarding accommodations, but it is the responsibility of the students to make living arrangements in the United States.

## **12. Employment**

This agreement allows employment of UBU students in the United States. Students will follow appropriate steps to obtain authorization of employment and will follow regulations of their student visas and host university.

## **13. Compliance with Rules and Regulations**

Students will be subject to the rules and regulations of Georgia State, and the laws and procedures of the United States. Georgia State will assume no responsibility for a student's conduct or lack of compliance with any United States' laws. If a student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Program, the Program will be considered completed by Georgia State with respect to that student. Refunds, if applicable, will be governed by relevant policies of Georgia State and the University System of Georgia. Furthermore, Georgia State reserves the right to require a student to withdraw from the Program if the student's academic performance or personal misconduct warrants such action. Georgia State will, absent extenuating circumstances, attempt to consult with UBU before implementing such action. The dismissal of a student shall not abrogate this Agreement, or arrangements regarding other students.

#### **14. Research**

To the extent allowable by law, the parties may engage in joint research, conference participation, publication of research results and other research-related activity. The parties understand and agree that certain research sponsors may limit participation on specific research projects. The parties further understand and agree to secure all Institutional and other required approvals prior to conducting research activities and to abide by all policies and procedures governing such activities.

If students participate in research funded by a third-party sponsor, the parties agree that such research activities will abide by the terms of the sponsorship agreement. If students receive third party confidential information for research purposes that was provided under a written nondisclosure or confidential disclosure agreement, the parties agree that the students will be bound by the confidentiality and nondisclosure terms of such agreement. Students pledge to disclose any intellectual property developed as a result of joint research to both Georgia State and UBU unless such disclosure is unlawful under the law of the United States. If valuable intellectual property is created as a result of joint research, ownership of such intellectual property shall be determined in accordance with the law of inventorship or authorship of the country in which the research occurred and the Host Institution's policies. The parties agree that Georgia State will evaluate the intellectual property, in consultation with UBU, to determine whether formal patent, copyright, or other protection is desirable.

#### **15. Modification, Termination, Renewal of Agreement**

This Agreement may be modified, revised, or renewed only upon the mutual consent of the parties in writing. Either party may terminate this Agreement by written notice submitted at least 90 days in advance of the next academic semester. Termination will not affect existing or admitted students in the Program. Unless renewed by mutual written consent, this Agreement will conclude at the end of the specified academic term or year (as defined in Section 2 above).

#### **16. Primary Contacts / Program Directors**

The Primary Contacts/ Program Directors will ensure that the terms of this Agreement are carried out. They will serve as the contact persons at each institution, ensure the general welfare of Program participants, ensure that necessary approvals are in place, and have administrative oversight of the Program.

The primary contacts for the parties to this Agreement are the following:

##### **For Georgia State University**

Name: Roy Sobelson  
Title: Professor of Law / Program Director  
Department: College of Law  
Address: 85 Park Place NE, Rm 307  
Atlanta, GA 30303  
Phone: 404-413-9047  
Fax: 404-413-9227  
E-mail: rsobelson@gsu.edu

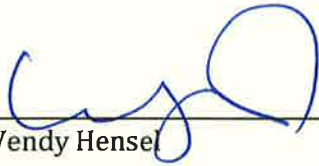
##### **For University of Burgos**

Name: Elena Vicente Domingo  
Title: Vice-Chancellor Internationalization,  
Department: Rectorate: Internationalization  
Address: Hospital del Rey, S/N  
09001Burgos, Spain  
Phone: +34947259043  
Fax: +34 947  
E-mail: sec.relacionesinternacionales@ubu.es

**WHEREFORE** the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

**Board of Regents of the University System of Georgia by and on behalf of Georgia State University**

**University of Burgos**

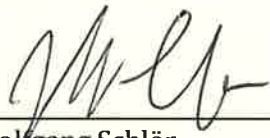
By:   
Wendy Hensel  
Dean




By:   
Manuel Pérez Mateos  
President/Rector (\*)

Date: 5/29/18

Date: 6/14/18

By:   
Wolfgang Schlör  
Associate Provost, International



By:   
Elena Vicente Domingo  
Vice-Chancellor for Internationalization

Date: 5/23/18

Date: 6/14/18

*(\*) authorized to sign in name of the University of Burgos by article 20.1 of the Organic Law 6/2001, of 21<sup>st</sup> of December, pertaining to Universities, in Articles 81 and 83 of the Statutes of the University of Burgos, and approved by Agreement 262/2003 on December 26, by the Council of Castilla and Leon*