

Guadalajara 2009 Mexico

August 2-16, 2009

Study Abroad Program Sponsored by Baylor Law School

Baylor University School of Law, in collaboration with the Universidad Autonoma de Guadalajara, will host a two-week summer program in Guadalajara, Mexico, from August 2 through August 16, 2009.

Enrollment is limited to seventy-five (75) students. Application for admission to the program will be accepted from second and third year students of Baylor Law School and from a limited number of law students from other law schools who have completed the first-year curriculum. Completed applications from law students at schools other than Baylor will be approved on a first received, first accepted basis, although preference will be given to those who sign up for two classes. Because of the limited space, students are encouraged to send in the application form as soon as possible.

Baylor Law School will arrange for group rates at two hotels — one economical and one a bit more upscale — and transportation to and from classes. The classroom experience will be enriched by guest lectures given by Mexican lawyers and government officials. Weekend excursions will include a shopping trip to Tlaquepaque, a neighboring town known worldwide for its pottery and glassware, a trip to the colorful Ballet Folklorico at the Degollada Theater, and an end-of-program luncheon at beautiful Lake Chapala.

Course Offerings

North American Free Trade Agreement (“NAFTA”)
3 qtr./2 sem. - Tuition \$2,625
Taught by Dale Furnish, Professor at
Arizona State University Law School

Islamic Law, The War on Terror, and Human Rights
2 qtr./1 sem. - Tuition \$1,750
Taught by Jeremy Counsellor and Brian Serr,
Professors at Baylor Law School

International & Comparative Intellectual Property Law:
Proprietary Rights in Technology and the Arts
2 qtr./1 sem. - Tuition \$1,750
Taught by Janice Mueller,
Professor at University of Pittsburgh School of Law

For More Information, Contact:

Ms. Linda Lampert
2009 Study Abroad Program
Baylor University School of Law
One Bear Place #97288
Waco, Texas 76798-7288
(254) 710-3691
Email: Linda_Lampert@baylor.edu

Baylor University School of Law
2009 SUMMER PROGRAM IN GUADALAJARA
August 2-16, 2009

Course & Faculty Descriptions

North American Free Trade Agreement (NAFTA) (2 semester hours / 3 quarter hours) - taught by Professor Dale Furnish, Arizona State University Law School.

The purpose of this course is to introduce students to the North American Free Trade Agreement. The course will focus on NAFTA's treatment of Free Trade in Goods, Free Trade in Services, Dispute Settlement, and Foreign Investment. The Mexican legal and political system's perspective on NAFTA, its rules and processes, will be particularly emphasized. The course will be taught in a problem-discussion format, and students will occasionally be assigned to represent opposing sides in various disputes arising under NAFTA.

Dale Furnish has been a member of the faculty at Arizona State University's College of Law since 1970. Professor Furnish specializes in Commercial Law, International Trade and Latin American Comparative Law. He is designated by the Office of the Trade Representative as one of the United States' standing panel of arbitrators for NAFTA Chapter 19 disputes and has served as an arbitrator for the World Bank's International Center for the Solution of Investment Disputes (ICSID). Professor Furnish serves as a Director of the National Law Center for Inter-American Free Trade, in Tucson, Arizona (1992 to date) and chairs the Arizona Supreme Court's Project on Judicial Cooperation with Sonora (1994 to date). He formerly (1987-92) served as Chair of the Legal Advisory Committee for the Governor's Arizona-Mexico Commission. Professor Furnish practiced law in Phoenix as a shareholder in Malloy, Jones & Donahue, P.C. from 1988 to 1992, emphasizing bankruptcy and commercial litigation, and handling some international trade matters. He has lived and taught in Lima, Peru; Santiago, Chile; Hermosillo, Sonora and Mexico City and has lectured in every country in South America, as well as in Europe and throughout the United States. He has published over 65 journal articles, book chapters and monographs, seventeen of them in Spanish.

Islamic Law, The War on Terror, and Human Rights (1 semester hour/ 2 quarter hours)—taught by Assoc. Professor Jeremy Counsellor and Prof. Brian Serr, Baylor Law School.

This course will address the legal issues essential to understanding the post-Sept. 11, 2001 world. Students will be introduced to Islamic Law and will consider not only how it affects human rights in certain parts of the world, but whether terrorists are properly applying the concept of jihad (or holy war). Next, the course will consider legal issues arising from America's response to 9/11 – both internationally and domestically – including the laws governing war, the detention of “enemy combatants,” interrogation and torture, military trials, and domestic surveillance.

Jeremy Counsellor joined the faculty of Baylor Law School in 2003. He served as an associate in the trial section of Bracewell & Patterson, LLP in Houston, Texas after completing a judicial clerkship with the Honorable Reynaldo G. Garza of the United States Court of Appeals for the Fifth Circuit. Professor Counsellor has participated in the “Baylor in Guadalajara” program since 2003, when he designed a study of Islamic Law which has remained an important component of the summer program in each subsequent year.

Prof. Brian Serr is the Director of “Baylor In Guadalajara,” and has regularly taught International Human Rights as part of the Guadalajara program. In 1994, Professor Serr won a Fulbright Scholarship to teach a course in civil rights at Vytautas Magnus University, Kaunas, Lithuania. In 2001, he was invited to attend a human rights conference at the Salzburg Seminar in Salzburg, Austria. A member of Baylor Law School's faculty since 1986, where he teaches courses in criminal and constitutional law, Prof. Serr has briefed and argued civil rights cases in both the Fifth Circuit and the United States Supreme Court.

International & Comparative Intellectual Property Law: Proprietary Rights in Technology and the Arts (1 semester hour / 2 quarter hours) - taught by Professor Janice Mueller, University of Pittsburgh School of Law.

The course will overview the legal systems that protect intellectual property (IP), with a primary focus on patent, copyright, trademark, and trade secret law. The course will highlight key differences between U.S. and foreign protection of IP, with a comparative treatment of the moral rights of authors, patent scope issues, protection of industrial designs, IP claims of indigenous peoples, patent protection of genetically engineered life forms, copyright protection for databases and computer software, and the “biopiracy” debate. The course will also survey the major international and regional IP treaties and conventions, including the IP provisions of the WTO’s Agreement on Trade-Related Aspects of Intellectual Property Law. No technical background is required or expected for this course.

Prof. Janice M. Mueller is a member of the tenured faculty at the University of Pittsburgh School of Law, where she teaches and writes in the area of patent and intellectual property law. She is author of the text “Patent Law” (3d ed. Aspen 2009). She earned a B.S. degree in Chemical Engineering, *magna cum laude*, from Virginia Polytechnic Institute in 1986, and a J.D., *magna cum laude*, from William Mitchell College of Law in 1990, and was employed as a Patent Agent with the Minneapolis firm of Merchant & Gould from 1988-90. Professor Mueller served as a law clerk to the Honorable Giles S. Rich, U.S. Court of Appeals for the Federal Circuit, from 1990-92, and was employed as an Honors Program Trial Attorney in the Intellectual Property Section of the Civil Division of the U.S. Department of Justice from 1992-95. A registered patent attorney, Professor Mueller has published articles in *Baylor Law Review*, *University of Washington Law Review*, *University of Houston Law Review*, *University of Pittsburgh Law Review*, *Berkeley Technology Law Journal*, *Journal of the Patent and Trademark Office Society*, *The Trial Lawyer*, and *The National Law Journal*. She has served on the Amicus Committee of the American Intellectual Property Law Association and on Genentech, Inc.’s Intellectual Property Advisory Board. She currently chairs the Expert Advisory Committee for Intellectual Property for the Consultative Group for International Agricultural Research, an international non-profit organization dedicated to food security for the world’s poor.

Baylor University School of Law
2009 SUMMER PROGRAM IN GUADALAJARA
August 2-16, 2009

IMPORTANT!
(Non-Baylor Applicants)

DO NOT TURN IN YOUR APPLICATION UNTIL YOU HAVE A COMPLETE APPLICATION PACKET which includes:

1. Application Form.
2. General Release and Indemnification Agreement. (If your spouse and/or minor children will be accompanying you, Baylor University requires that they also complete all necessary release forms. Please contact Linda Lampert to obtain necessary forms.)
3. Contractual Release and Code of Conduct Acknowledgment.
4. Adult Medical Information and Release Form.
5. Immunization Records.
6. Letter of good standing from home school.
7. Letter from home school granting permission to transfer credit for the Guadalajara program.
8. A check payable to Baylor Law School in the amount of \$150.00 (Program Fee deposit). If you desire, you may pay the full amount of the program fee of \$360.00 at this time.
9. A check for the hotel deposit payable to Baylor Law School. This deposit is per room not per person. Therefore, only one person per room should pay the deposit.

Complete application packets should be mailed to:

Ms. Linda Lampert
2009 Study Abroad Program
Baylor University School of Law
One Bear Place #97288
Waco, TX 76798-7288

VERY IMPORTANT!!! Once you are able to purchase the HTH travel insurance, a printed copy of your confirmation should be forwarded via email or by fax to Linda Lampert (see application form for information). **NOTE:** Baylor University is currently negotiating their contract with HTH and will notify the Law School when you are able to purchase the travel insurance. We anticipate that this will be towards the end of May and will in turn notify the students via email.

HTH TRAVEL INSURANCE:

Baylor's contract with HTH Worldwide is a year-to-year contract and the ending date is April 30, 2009. Students will not be able to go online and purchase the HTH coverage for the Baylor in Guadalajara 2009 program until after Baylor completes negotiations for 2009-2010, which will probably be in May 2009. Once you are able to purchase the HTH insurance, per instructions in the application form, be sure to print a copy of your confirmation and give it to Linda Lampert.

Baylor University School of Law
2009 SUMMER PROGRAM IN GUADALAJARA

August 2 - 16, 2009

Program Application Form for Non-Baylor Students

(Please Print Neatly)

Name _____

Current E-mail Address _____

School Currently Attending _____

Date of Birth _____ Sex _____ Social Security Number _____

Present Mailing Address _____

Telephone _____ Present Address/Telephone Valid Until _____

Permanent Address _____

Telephone _____

Emergency Contact (name and telephone) _____

Course Selection — *Please indicate your course selections.*

North American Free Trade Agreement (“NAFTA”) (3 qtr./2 sem. credits)

Islamic Law **OR** International & Comparative Intellectual Property Law (2 qtr./1 sem. credits)

Housing — *Please indicate your housing preference.*

List names of roommates, if any:

Hotel Malibu – (1, 2 or 3 students) \$73/night or \$92/Junior Suite
(4 students) \$86/night or \$105/Junior Suite

Camino Real — approx.*\$98/night (up to 2 students per room)

Will arrange own housing

(must provide address and telephone number of alternative housing prior to July 10, 2009)

*Due to fluctuations in currency and other local conditions, Baylor cannot guarantee these rates. If a roommate drops out of the program for any reason, Baylor is not responsible for any resulting unexpected hotel expense. The quoted rate at the Malibu includes tax; the quoted rate at the Camino Real does not include about 17% additional in taxes.

A deposit of \$73 (or \$86, \$92, \$105, if applicable) for Hotel Malibu or \$98 for Camino Real must be received by Baylor on or before April 3, 2009 to reserve a room. (The deposit should be in the form of a check payable to Baylor University School of Law in the exact amount of the deposit; one check per room. Do not include any other fee on your room deposit check.)

Financial Aid — You must apply for financial aid through your law school. Upon receipt of your application, you will receive a statement from Baylor Law School for the amount of your tuition and fees.

General & Medical Release Forms — All forms must be completed and returned along with your application to Linda Lampert at the address shown below no later than April 3, 2009.

Transcript Request, Letter of Good Standing & Permission to Transfer Credit — Please complete the transcript request form attached and include same with application. Acceptance of any credit or grade for any course taken in the program, including externships and other clinical offerings, is subject to determination by each student’s home school. Each student’s home school should provide a letter of good standing and a letter granting permission to transfer credit for the Guadalajara program. These letters should be included with the student’s application form.

Caveat: It is unlikely that participation in the Guadalajara program may be used to accelerate graduation. Students interested in acceleration should refer to their home school to review this issue in light of ABA Standard 305, Interpretation 4.

Enrollment — Limited to 75 students. Summer 2008 enrollment: 34; 32 from the host institution, 2 from other law schools. *Students who are on academic probation in the spring quarter are not eligible.

General Information: Classes are held at the central campus of Universidad Autonoma de Guadalajara. The administrative offices of the program are conveniently located in the same building.

HTH Travel Insurance: **Baylor requires all students participating in international study programs to purchase a medical insurance policy to supplement any existing personal health coverage. This is due to contingencies that could arise in a foreign country that necessitate extraordinary costs outside the scope of a typical policy. This is a program requirement. You can purchase this insurance by going to the following website: <http://www.baylor.edu/cie/index.php?id=6572>. Click on Enroll Online in the gold box (upper right side of page). The Access Code is: BIQ-2288. You will need to furnish Linda Lampert with a copy of your confirmation of enrollment form when you turn in your completed application and release forms. You will be able to go on-line and access and print your insurance card 48 hours after enrollment. If you have any problems with this procedure, please contact Lamona Martin in Baylor’s International Education Office at 710-2618.**

Grading Policies: Attendance at all class meetings and adequate class preparation is mandatory, unless there are significant justifications for an absence. Final grades will be based on a final exam and possibly classroom participation depending on the particular professor’s discretion. A final grade of “A,” “A-,” “B+,” “B,” “B-,” “C+,” “C,” “D,” or “F” will be given.

Tuition, Fees, Living Costs, Other Expenses —

Tuition (maximum available credits)	\$4,375.00
Program Fee	360.00
University Travel Insurance	18.50
Air Fare	600.00 (approx.)
Lodging	750.00 (approx. \$50/night x 15)
Food	375.00 (approx. \$25/day x 15)
Pocket Money	250.00 (approx.)
Book Expense	150.00 (approx.)
Baylor University’s International Program Administrative Fee	100.00
Total Cost (approx.)	\$6,978.50

Cancellation: If travel to Guadalajara or the State of Jalisco becomes sufficiently hazardous that the U.S. State Dept. is advising U.S. citizens not to travel to the city/region, the program would be subject to cancellation. In the event of cancellation, all deposits, fees, etc., will be refunded. To date, the program has never been canceled.

Accessibility to Persons with Disabilities: Guadalajara, the U.A.G., and the program hotels are generally accessible to persons with disabilities, but there may be difficulties experienced depending on the nature of the disability. If you have questions or concerns regarding this issue please contact Prof. Brian Serr at Baylor Law School, telephone number below.

Deadline for Application & Program Fee — Please attach the \$150 nonrefundable registration fee (payable to **Baylor University School of Law**) to the completed Program Application Form and Release Forms and return on or before April 3, 2009. The \$150 registration fee will be applied toward the \$360 program fee. The balance of the program fee is due on or before May 29, 2009.

Please mail to:

**Ms. Linda Lampert
2009 Study Abroad Program
Baylor University School of Law
One Bear Place #97288
Waco, TX 76798-7288**

Telephone: (254) 710-3691 • Fax: (254) 710-2817 • Email: Linda_Lampert@baylor.edu

ADULT PARTICIPANT GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.
READ CAREFULLY BEFORE SIGNING.***

For and in consideration of Baylor University permitting me, "PARTICIPANT", to participate voluntarily in **Baylor Law School in Guadalajara 2009 trip to Guadalajara, Mexico (activities to include shopping in Tlaquepaque, Ballet Folklorico, Guadalajara Downtown Tour) from August 2, 2009 through August 16, 2009**, hereafter referred to as "PROGRAM", sponsored by Baylor University, I hereby expressly assume all the risks associated with the PROGRAM, having familiarized myself with risks of travel to and in the PROGRAM countries by reviewing international travel information to which I have been directed by Baylor University, including but not limited to those identified by International SOS, www.internationalsos.com; the U.S. State Department Consular Information Sheet(s), http://travel.state.gov/travel/cis_pa_tw/cis/cis_1765.html, and related Official State Department Travel Warnings, http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html; and disease and vaccination information provided by the Centers for Disease Control and Prevention, <http://www.cdc.gov>, and understand that it is my continuing responsibility to regularly review these and other relevant sources of information for subsequent travel warnings, public announcements and advice and I release Baylor University, its regents, officers, employees, students, and agents from all claims, demands, suits, causes of action, or judgments which I ever had, now have, or may have in the future or which my heirs, executors, administrators, or assigns may have, or claim to have against Baylor University, its regents, officers, employees, students, or agents, arising out of or in any way connected with the PROGRAM, for all personal injuries, known or unknown, property damages, or claims for wrongful death, caused by the

ACTS, OMISSIONS, OR NEGLIGENCE

of Baylor University, its regents, officers, employees, students, or agents.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS BAYLOR UNIVERSITY, ITS REGENTS, OFFICERS, EMPLOYEES, STUDENTS, AND AGENTS FROM ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, OR JUDGMENTS WHICH I EVER HAD, NOW HAVE, OR MAY HAVE IN THE FUTURE OR WHICH MY HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE AGAINST BAYLOR UNIVERSITY, ITS REGENTS, OFFICERS, EMPLOYEES, STUDENTS, OR AGENTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM, FOR ALL PERSONAL INJURIES, KNOWN OR UNKNOWN, PROPERTY DAMAGES, OR CLAIMS FOR WRONGFUL DEATH, CAUSED BY THE

ACTS, OMISSIONS, OR NEGLIGENCE

OF BAYLOR UNIVERSITY, ITS REGENTS, OFFICERS, EMPLOYEES, STUDENTS, OR AGENTS, AND ON BAYLOR'S BEHALF AND IN BAYLOR'S NAME, DEFEND AT MY OWN EXPENSE ANY SUCH CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, OR JUDGMENTS DESCRIBED ABOVE.

I acknowledge that the decision to travel is my sole responsibility and that I am responsible for my own personal safety. I further acknowledge that Baylor has provided me with the above-listed sources to assist me in acquiring up-to-date information, and that Baylor's purpose in providing the same is to enable me to make a well-informed decision on whether to travel or not, and having acquired and reviewed that information, I have decided on my own to travel with the PROGRAM. I have read and executed this document with full knowledge of its legal significance.

By: _____
PARTICIPANT SIGNATURE **DATE**

Name Printed: _____

*If you are a Baylor employee or a dependent of a Baylor employee, this release shall not be construed to deny any valid direct or first party insurance claims which you may have relating to your possible death or to any injuries you may sustain while participating in the PROGRAM.

CONTRACTUAL RELEASE AND CODE OF CONDUCT ACKNOWLEDGEMENT

BAYLOR FOREIGN STUDY ABROAD PROGRAM:

Baylor Law School in Guadalajara 2009 trip to Guadalajara, Mexico (activities to include shopping in Tlaquepaque, Ballet Folklorico, Guadalajara Downtown Tour) from August 2, 2009 through August 16, 2009

By signing this document I agree that:

1. Baylor University and participating Baylor faculty, if any, (hereafter together termed "Baylor") of the Baylor Foreign Study Abroad program in which I have voluntarily chosen to participate, will use their best efforts to obtain adequate transportation and accommodations for this foreign study program from persons, firms, and agencies (hereafter termed "contractor") deemed by Baylor to be reliable and responsible. Should, however, a contractor default or provide less than it has agreed to, I agree not to hold Baylor responsible.
2. Baylor is entitled to withhold from any refund I may be otherwise be entitled to any amounts paid by Baylor to third parties and which are not returned to Baylor, as well as any expenses incurred by Baylor.
3. Because I represent Baylor University, I understand that a high standard of conduct is expected from program participants, and that failure to comply with rules of conduct may warrant dismissal from the program. I further understand and agree that Baylor, for any reason it deems proper, reserves the right to modify, change, or cancel my participation in any part of this foreign study program.
4. I acknowledge that while I am participating in this program I am personally responsible for contacting my parents or others who may need to know (a) in the event of an emergency, or (b) if I become ill or am injured, or (c) if I am hospitalized. At my specific request at the time of the emergency or my illness, injury, or hospitalization, participating Baylor faculty will contact the individual or individuals I request to be contacted. In cases in which I am physically unable to contact the individual or individuals who need to know of an emergency in which I am involved, or of my illness, injury, or hospitalization, participating Baylor faculty will contact the person(s) whose name(s) I have written below.
5. I consent to third parties sharing with Baylor or its agents any information which Baylor or the third party, in its sole discretion, shall deem necessary under the circumstances.
6. I warrant that I have read this document, understand its contents, and that I am 18 years of age or older and have full authority to execute this instrument and that I have executed this instrument voluntarily and of my own free will.

Signature

Date

Last Name, First Name, Middle Initial (Please Print)

Area Code/Home Phone/Cell Number

Address

City/State/Zip Code

EMERGENCY CONTACT in USA (parent, guardian, other relative or friend not traveling with you):

NAME (Please Print)

Area Code (Phone Number)

Relationship

NAME (Please Print)

Area Code (Phone Number)

Relationship

**Transcript Request
Baylor Law School**

I hereby request that upon satisfactory completion of the course(es) in the 2009 Baylor Law School in Guadalajara program that a copy of my academic transcript at Baylor Law School be sent to:

PLEASE PRINT

Student Name: _____

Address: _____

City, State, Zip _____

Last Four Digits of Social Security Number: ___ ___ ___ ___

Dates of Attendance: _____ August 2, 2009 - August 16, 2009 _____

Signature of Student: _____

Request Date: _____