LAW OFFICE OF BART S. FISHER

700 12th Street, N.W. Suite 700 Washington, D.C. 20005 T 202 659 2979 F 202 558 5101

www.bartsfisher.com bart_fisher2002@yahoo.com

May 6, 2014

Via E-mail: timlynch@umich.edu

Timothy G. Lynch, Esq.
Vice President and General Counsel
University of Michigan
Central Campus Legal Office
5010 Fleming Administration Building
503 Thompson Street
Ann Arbor, Michigan 48109-1340

Thomas J. Blessing, Esq.
Associate General Counsel
University of Michigan
Central Campus Legal Office
5010 Fleming Administration Building
503 Thompson Street
Ann Arbor, MI 48109

Re: April 28, 2014, Correspondence—World Leadership Program

Dear Mr. Lynch and Mr. Blessing:

Thank you for your letter of April 28, 2014, in response to our letter on behalf the World Leadership Program ("WLP") that we sent to you on April 18, 2014.

Unfortunately, you have missed the point of our April 18, 2014, letter on behalf of the WLP. The University of Michigan, through its actions and deliberate inactions after it had promised to act, has permanently damaged the long-term prospects of the WLP beyond repair, which has resulted in over \$2 million in damages to the WLP. Your April 28, 2014, letter to us fails to account for the injury that the University of Michigan has inflicted upon the WLP, which is separate from damage that the University of Michigan and its agents have inflicted upon others with ties to this program, including the United Arab Emirates ("UAE").

The letter we have just received from you pertains to a "return of unspent funds" to the UAE and an unspecified reference to the University of Michigan's "obligation to the contract sponsor." Questions surrounding the University of Michigan's misuse of UAE funds pertain to wholly separate parties and damages apart from the WLP and its injury.

The WLP was an ongoing program. The University of Michigan and its agents destroyed the WLP program, left its obligations to the WLP unfulfilled, and wrecked the WLP's future prospects. The University of Michigan and its agents made promises to host the WLP program that the University of Michigan and its agents did not keep, kept grant money the University of Michigan and its agents obtained through the WLP through the use of false promises, and reneged on promises for University of Michigan professors and faculty to be present for the program.

From the beginning, the University of Michigan knew that the WLP was to be an ongoing educational program and agreed to accept WLP funds to host a multi-year program on that basis. In March of 2010, University of Michigan Vice-Provost of International Affairs and International Institute Director Mark Tessler, as well as University of Michigan Professor Sherman Jackson, reaffirmed the University of Michigan's commitment to host the WLP that summer in a letter to the UAE Ambassador to the United States. And on April 20, 2010, the University of Michigan indicated to the WLP that the program was "on track." Inexplicably, several days later, the University of Michigan abandoned the WLP and then spitefully tried to undermine its implementation. Equally deplorable, the University of Michigan, after breaching its agreement with the WLP to implement the program, demanded payment for University of Michigan faculty salaries and overhead fees from the WLP funds. None of these actions can be justified, and all resulted in serious harm to the WLP.

We have further discussed in greater detail how the University of Michigan and its agents failed to honor its agreement with the WLP to host the program in the April 18, 2014, letter we sent you on behalf of the WLP. The University of Michigan's failure to honor an agreement that it had promised to fulfill resulted in the long-term crippling of the WLP. Moreover, the University of Michigan still holds \$300,000 in grant money it obtained through the WLP for which it did nothing. This comprises serious wrongdoing by the University of Michigan and its agents that cannot be ignored, and must be remedied.

The University of Michigan's failure to honor its agreement devastated the WLP, and also dealt a blow to the WLP's larger mission of bringing understanding between the cultures of the United States and the Muslim Middle East. The University of Michigan owes an "obligation" to all those to whom it has made legally binding promises—including the WLP—and it has failed to live up to these obligations.

Should our concerns not be addressed within the next two weeks, we will file suit against the University of Michigan.

Sincerely yours,

Bart S. Fisher