AGREEMENT OF COOPERATION
BETWEEN
THE UNIVERSITY OF TEXAS AT SAN ANTONIO
AND
THE GOVERNMENT OF THE REPUBLIC OF MALAWI ACTING THROUGH
THE EMBASSY OF THE REPUBLIC OF MALAWI

The University of Texas at San Antonio (hereinafter referred to as “UTSA”), a component institution of the University of Texas System located at One UTSA Circle, San Antonio, Texas, 78249, and the Government of the Republic of Malawi acting through the Embassy of the Republic of Malawi ("the Embassy of Malawi") located at 2408 Massachusetts Ave. N.W., Washington, DC 20008, enter into this agreement of cooperation (the “Agreement”) to explore the establishment of programs of exchange and collaboration in areas of interest and benefit to UTSA and to various educational institutions in Malawi.

I.

The purposes of the cooperation between UTSA and THE EMBASSY OF MALAWI (collectively “parties”; individually a “party”) are as follows:

- To promote long term relationships through the interest in the teaching and research activities of UTSA and of each Malawi education institution that, working through the Embassy of Malawi, becomes a partner institution to UTSA (each a “Malawi Partner Institution”); and

- To deepen the understanding of the economic, cultural and social issues environment of UTSA and Malawi Partner Institutions.

II.

To achieve these goals, the parties will, insofar as the means of UTSA and the applicable Malawi Partner Institution allow:

- Promote institutional exchanges by inviting faculty and staff of UTSA and the Malawi Partner Institution (collectively the "partner institutions"; individually each is a "partner institution") to participate in a variety of teaching and/or research activities and professional development;

- Receive undergraduate and graduate students of the partner institution for periods of study and/or research;

- Organize symposia, conferences, short courses and meetings on research issues;
• Carry out joint research and continuing education programs; and
• Exchange information pertaining to developments in teaching, student development, and research at each partner institution.

In achieving these goals, UTSA and each Malawi Partner University will ensure that the UTSA Office of Research Integrity and Compliance reviews the specifics of all proposed exchanges of information or of any proposed research collaboration before either partner institution actually engages in any such exchange or collaboration. This review is required because such exchanges or collaborations may be subject to American Import and Export Control laws and regulations.

III.

Each party hereby designates the following official to serve as its respective Liaison to coordinate, to oversee, and to facilitate the implementation of this Agreement.

UTSA’s Liaison:

Mr. Julius Gribou, Executive Vice Provost, Senior International Officer
MB 4.120S, One UTSA Circle
San Antonio, TX 78249
Tel. (210) 458-4110
E-mail: julius.gribou@utsa.edu.

The Embassy of Malawi’s Liaison:

Mr. Steven D. Matenje, SC, Ambassador
2408 Massachusetts Ave. N.W.,
Washington, DC, 20008
Tel. (202) 721-0271
Website: www.malawiembassy-dc.org

IV.

For a particular collaboration or for proposed collaborations in a particular area or field of study, the Embassy of Malawi’s Liaison will first identify the following: the applicable Malawi Partner Institution, the applicable department or college; and the faculty member or official of the Malawi Partner Institution who will serve as the “Malawi Coordinator” for the particular collaboration or for proposed collaborations in the particular area, or field of study. UTSA will then identify the corresponding UTSA department or college and the UTSA faculty member or official who will serve as the corresponding UTSA Coordinator. Each Coordinator, working with the Liaisons or with other appropriate administrators at their respective institutions, may have one or more of the following responsibilities:

• To explore the details relating to a specific collaboration;
• To promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study in the specified area or field of study;
• To act as principal contacts for individual and group activities associated with such area or field of study or with the specific collaboration and to plan and to coordinate all related activities within their institutions as well as with the partner institution;

• To distribute to the partner institution relevant information about its faculty, facilities, research, publications, library materials and educational resources; and

• To meet periodically to review and to evaluate past activities associated with such area or field of study or such collaboration and to work out new ideas for future cooperative agreements.

At the time of the execution of this Agreement, UTSA and the Embassy of Malawi have a mutual interest in the following specific collaborations or the following specified areas or fields of study:

• To explore a cell phone based educational program for Malawi grade school teachers;

• To explore collaborative projects involving support to Malawi small businesses and the expansion of micro-enterprise projects;

• To explore collaborative projects that could assist with the expansion of Malawi Eco-tourism; and

• To explore possible common projects of interest in the fields of computer science, engineering and medicine.

V.

This general Agreement of Cooperation shall be identified as the parent document of any program agreement executed between the partner institutions. Further Program Agreements concerning particular programs shall provide details concerning the specific commitments made by each partner institution and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the partner institutions. This entire Agreement, including any amendments, and any future Program Agreements are subject to the limitations and restrictions that may be imposed by the Import and Export Control laws and regulations of the United States government. The scope of the activities under this Agreement and any future Program Agreements shall be determined by the funds regularly available at both partner institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either partner institution from external sources.

VI.

Except as may be stipulated in any specific Program Agreement, each partner institution shall be responsible for expenses incurred by its employees. The partner institution acting as the host will assist the other institution’s professional staff engaged in teaching or research to find local living facilities.
VII.

Upon approval by UTSA and the Embassy of Malawi (each a "party"), this Agreement shall remain in effect for a period of five (5) years unless terminated earlier by either institution. Such termination by one party shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate at the end of such ninety (90) days; provided however, that such termination shall not impact any Program Agreement between UTSA and a Malawi Partner Institution that is in effect at the time of such termination. Any such Program Agreement will continue in full force and effect until it terminates or expires under its own terms. Termination of this Agreement shall be without penalty. If this agreement is terminated, neither UTSA nor THE EMBASSY OF MALAWI shall be liable to the other for any monetary or other losses that may result.

VIII.

This Agreement or program agreements resulting from this Agreement may be translated and executed by the institutions; however, if the terms and conditions in the English version of an agreement conflict with those in the foreign language version(s) of the agreement, the English version shall control.

EXECUTED by the University of Texas at San Antonio and the Embassy of Malawi in duplicate copies, each of which shall be deemed an original.

The University of Texas at San Antonio

By: ________________________________
Ricardo Romo
Title: President
Date: 4-1-11

The Embassy of Malawi

By: ________________________________
Steven D. Mateanje, SC
Title: Ambassador
Date: 04/01/2011