AGREEMENT OF COOPERATION

BETWEEN

CAPITAL INSTITUTE OF PHYSICAL EDUCATION

AND

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

The University of Texas at San Antonio (hereinafter referred to as “UTSA”) and the Capital Institute of Physical Education, located at No. 11 Beisanhuan Xilu, Beijing, China, (hereinafter referred to as “CIPE”) enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between UTSA and CIPE are as follows:

• to promote interest in the teaching and research activities of the respective institutions, and

• to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

II.

To achieve these goals, UTSA and CIPE will, insofar as the means of each allow:

• promote institutional exchanges by inviting faculty and staff of the partner institutions 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;

• collaborate on a summer study abroad program

• 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 institution.

In achieving these goals, UTSA’s Office of Research Integrity and Compliance will review in advance the specifics of all proposed exchanges of information or of any proposed research collaboration to ensure that such exchanges or collaborations comply with any applicable American Export Control laws and regulations.

III.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

• to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;

• to act as principal contracts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;

• to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and

• to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

This general Agreement of Cooperation shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement.
VI.

Upon approval by each institution, this agreement shall remain in effect for a period of five (5) years unless terminated earlier by either institution. Such termination by one institution 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: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither UTSA nor CIPE shall be liable to the other for any monetary or other losses which may result.

VII.

This agreement or any associated 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 prevail.

EXECUTED by The University of Texas at San Antonio and the Università degli Studi di Siena in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By:  

[Signature]

Julius M. Gribou

Title: Executive Vice Provost and Senior International Officer

Date: 6 MARCH 2012

CAPITAL INSTITUTE OF PHYSICAL EDUCATION

By:  

[Signature]

Bingshu Zhong

Title: President

Date: 28 FEB 3. 16
中国首都体育学院（CUPES）

与

美国圣安东尼奥德克萨斯大学（UTSA）

合作协议

位于中国北京市北三环西路 11 号的首都体育学院（以下简称 CUPES）和位于 One UTSA Circle, San Antonio, Texas 78249 的德克萨斯大学圣安东尼奥分校（以下简称 UTSA）在双方共同感兴趣和受益的领域，就建立交换和合作项目事宜，订立合作协议。

I.

首都体育学院和 UTSA 合作的目的如下：

・促进双方感兴趣的教育和科研活动；以及
・加深双方对彼此间经济、文化和社会问题环境的理解。

II.

为了以上目标的实现，首都体育学院和 UTSA 将在以下范围内进行合作：

・通过邀请合作双方教职员工参加多种教学和/或科研以及职业发展相关活动，促进双方交流；
・接收合作双方的本科生和研究生进行阶段性的学习和/或科研活动；
・组织有关科研问题的研讨会、专题会、短期课程班和会议；
· 实施联合科研和继续教育项目；以及
· 交换双方在教学、学生发展和科研方面的信息。

为了实现上述目标，UTSA 的科研诚信办公室将提前对提议的交流信息或任何科研合作的具体细节进行审查，确保具体的交换和合作符合美国出口控制法律和规定的各项条款。

III.

双方要指派一名协调员监督和促进此项协议的实施。协调联络员与其大学的管理者一道，承担以下职责：
· 促进教职员工、研究生和本科生层级的科研与学习的学术合作；
· 个人和团体活动要遵循合同中的原则，计划和协调所有双方的活动；
· 将一方的教职员工、设施、科研、出版物、图书资料和教育资源等信息传递给另一方；以及
· 进行定期会意见以便于检验和评估以往的活动，并为未来的合作协议提出新的想法和创意。

IV.

这份协议将作为现阶段双方执行的任何计划的指导性文件。有关进一步的项目协议，要提供每一方具体承诺的细节信息，在签署文件并由双方正式授权代表执行后才能生效。此协议下活动开展的范围，由两所机构定期为此类型的合作所提供的资金，以及从外部资源获得的资金资助所决定。

V.
差旅和生活费用支出。例如：

所有的差旅和生活费用由各自的学校负责。主办单位将协助从事教学和科研的专业工作人员在当地找到生活住所。

除了在具体的计划协议中做出的特殊规定，根据此协议，各机构应负责其雇员的所有费用。

VI.

经双方同意，这份协议在五年内一直保持有效，除非一方提出对协议的终止。终止方需提前（90）天以书面通知形式告知对方其终止意向。如果发出了书面通知，这份协议将在下列时间终止：（a）期满90天；或者（b）发出通知时，所有依据此协议参与课程的学生已经完成了他们各自的课程，两者中取时间较晚的一个。协议终止不伴随处罚。如果这份协议终止，首都体育学院和圣安东尼奥德克萨斯大学都不用负责由此可能带来的金钱或其他形式的损失。

协议一式两份，由首都体育学院和圣安东尼奥德克萨斯大学各保存一份，每份的效力与原件相同。

首都体育学院
签署人：
职务：
日期：2012.3.6.

圣安东尼奥德克萨斯大学
签署人：
职务：
日期：16 March 2012