AGREEMENT OF COOPERATION

BETWEEN

DEAKIN UNIVERSITY

AND

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

The University of Texas at San Antonio (hereinafter referred to as “UTSA”), located at One UTSA Circle, San Antonio, Texas 78249, and Deakin University (hereinafter referred to as “Deakin”), located at Geelong, Victoria 3217, Australia, enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I. Purpose

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

a. to promote interest in the teaching and research activities of the respective institutions; and

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

II. Intention of Parties

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

a. 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;

b. receive undergraduate and graduate students of the partner institution for periods of study and/or research;

c. organize symposia, conferences, short courses and meetings on research issues;

d. carry out joint research and continuing education programs; and

e. exchange information pertaining to developments in teaching, student development, and research at each institution.
2.2 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 Import and Export Control laws and regulations.

2.3 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:

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

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

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

d. to periodically review and evaluate past activities and to work out new ideas for future cooperative agreements via e-mail teleconference or other mutually agreed method of communication.

2.4 For the term of this Agreement, Deakin and UTSA will act in good faith and in particular neither will:

a. participate in false or misleading advertising or promotional practices about the other party;

b. use, or permit any person or entity to use the name or logo (or any variation thereof) of the other party without first obtaining prior written consent;

c. offer to students any guarantee of admission or make any representations about the other university;

d. make any false or misleading comparisons with other education providers and their courses;

e. make any inaccurate claims of association with other education providers; or

f. give inaccurate information to a prospective student about fees and charges payable.

2.5 This general Agreement of Cooperation shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any
This entire Agreement, including any amendments, is 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 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.

III. Expenses

3.1 Neither institution will be responsible for any expenses incurred by the other institution in conducting activities detailed in this agreement. Expenses associated with future cooperative programs will be apportioned between the parties as detailed in the specific program agreements that establish such programs.

IV. Term and Termination

4.1 Upon approval by each institution, this agreement shall remain in effect for a period of four (4) 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 Deakin shall be liable to the other for any monetary or other losses that may result.

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

The University of Texas at San Antonio

By: Dr. Ricardo Romo
Title: President
Date: 9-29-09

Deakin University

By: Prof. Philip Clarke
Title: Pro Vice Chancellor (International)
Date: 2/11/2009