The University of Texas at San Antonio (hereinafter referred to as “UTSA”) and the Fundació Politècnica de Catalunya at the Universitat Politècnica de Catalunya (hereinafter referred to as “Fundació UPC”) enter into this Barcelona Study Abroad Student Program Agreement (hereinafter referred to as “Agreement”) to establish a program of collaboration in areas of interest and benefit to both institutions.

I. GENERAL PROVISIONS

A. General Statement of Purpose

The institutions named above jointly agree to develop and implement the program described below. The purpose is to enhance mutually beneficial interaction between these institutions, to advance education and research, and to strengthen cooperation between the institutions.

B. Objectives

In order to promote international cooperation and to foster mutual interests in higher education, UTSA’s College of Architecture, and the Fundació UPC agree to cooperate in the following activities: a study abroad program whereby students from UTSA will study a Fundació UPC course.

C. Purpose

Fundació UPC and UTSA will jointly develop and conduct a study program offering coursework and related activities for UTSA students. The program shall be pursued in accordance with the conditions noted below.

D. Participant Eligibility

Undergraduate students must have completed two academic years of undergraduate study and graduate students must possess a bachelor’s degree to be eligible to participate in this program. Students will be selected according to criteria set by the College of Architecture at the University of Texas at San Antonio.

II. OBLIGATIONS OF UTSA

UTSA agrees to the following:

A. Program Fee

1. UTSA will charge and collect a fee from each student enrolled in the program. Fundació UPC will determine the fee at least 5 months prior to the commencement of the respective semester of participation. The fee for each semester during which UTSA students are participating in this Barcelona Program will be set out in a semester-specific addendum to this Agreement. (See Section IV, E, below). If both parties do not execute a semester-specific addendum relating to a specific time period, neither party is obligated to conduct a study abroad program during that time period.

2. This fee will be collected by UTSA and transferred to Fundació UPC within the first week after the commencement of each semester during which the UTSA students are participating in the Barcelona Program.
B. UTSA Faculty

A UTSA professor will accompany UTSA students in Barcelona for the entire of each such semester and will offer six credit hours of coursework to the UTSA students.

C. Deadline for Participant Lists

UTSA will notify Fundació UPC concerning the number of students intending to study in Barcelona by the last day of classes of the preceding full semester at UTSA.

III. OBLIGATIONS OF FPC

FPC agrees to the following:

A. Direction of the study program

1. Fundació UPC will provide instruction, administration, and infrastructure towards an architecture, landscape, and urbanism program in Barcelona, in coordination and collaboration with, and under the approval of UTSA. Unless otherwise specified in an Addendum, each individual study programs will consist of approved UTSA course content supplemented and enriched through this coordination and collaboration.

2. In Barcelona, the direction of this collaborative Program will be the responsibility of Fundació UPC being designated as Program Directors, Mr.Xavier Costa and Mr. Miguel Roldán, in collaboration with the assigned UTSA faculty member. These program Directors in Barcelona will be responsible for recommending program content and the assignment or employment of faculty for the specific courses, for employing all collaborators, for securing the necessary premises to be used for the program, and for the approval and management of the program’s budget.

3. UTSA reserves the right to approve course content and qualifications of assigned Fundació UPC faculty and collaborating individuals.

B. Instruction

1. Fundació UPC will provide the instruction for at least six credit hours of coursework. These courses shall meet the contact hours for each credit hour requirement as specified by the State of Texas Higher Education Coordinating Board.

2. Fundació UPC will organize an optional two-week, (30 hour), intensive class in Spanish Language, Literature, and Culture prior to the beginning of each term. This two-week class will not be included in the twelve-week term. Its cost will not be included in the fees of the Barcelona Program but will be set out in a semester-specific addendum to this Agreement. (See Section IV. E., below); students electing to participate in this optional class will be responsible for paying for this optional class. A student enrolling in this Spanish Language Course will be responsible for paying Fundació UPC directly upon enrollment in the class.

3. Fundació UPC will provide the needed faculty to deliver the agreed courses as specified in Section III.B.1., above. All faculty members assigned to teach UTSA students must be faculty of record at Fundació UPC.

4. Fundació UPC will grant the UTSA faculty member the title of Adjunct faculty of Fundació UPC, or equivalent title, for the duration of that person’s participation in the program and may further engage this professor to supplement or to enrich the
educational activities of regular UPC students in ways that do not impair their teaching obligations to UTSA students.

5. The Fundació UPC will ensure that UTSA students are also Fundació UPC students during the period of the program. This student status will permit them to obtain student visas, and benefit from university services: libraries, university ID, facilities, and others.

6. UTSA reserves the right to approve the qualifications of individuals involved in the instruction of its students.

C. Facilities and Support

1. Fundació UPC will provide all the necessary physical facilities to accommodate the educational needs of UTSA students, including studio space, classrooms, computers, and library access to UTSA students and faculty member(s).

2. Fundació UPC will provide instructional and other support as need to achieve the plan of study of UTSA students.

3. Fundació UPC will organize at least 2 one-week field trips to Spain, Portugal or France in consultation with the assigned UTSA faculty member. The UTSA Faculty member will be responsible for conducting the field trips. The transportation, accommodations, meals and other personal costs are to be paid by UTSA directly to a travel agency involved in organizing the trips.

D. Period of Study

1. Each term will consist of at least fifteen weeks. It will contain at least twelve weeks of a classroom/studio study, two additional weeks during which UTSA students will conduct study travel, and one week of independent travel.

2. The schedule for each term will be agreed upon between Fundació UPC and UTSA through designated Program Coordinators.

E. Provision of Student Records

1. Fundació UPC faculty will produce grades for all UTSA students in all Fundació UPC-taught classes no later than three days after the conclusion of the exam and/or project review period.

2. All grades will be assigned in the American letter grade system of A, B, C, D and F. The UTSA faculty member will coordinate and consult with Fundació UPC faculty to ensure the uniform and consistent application of such grading system.

3. All grades will be communicated to the UTSA faculty member in person in Spain within three days after they are produced.

4. UTSA does not anticipate routinely sharing the educational records of UTSA students with Fundació UPC. If, however, such records must be shared, then for purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), UTSA hereby designates Fundació UPC as a school official with a legitimate educational interest in the educational records of the UTSA students who participate in the Program to the extent that access to the records are required by Fundació UPC to carry out the Program. Fundació UPC agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
F. Immigration Assistance

Fundació UPC will provide all needed documentation that may be necessary to allow UTSA students to gain student status while studying in Spain.

G. Housing

1. The Fundació UPC Coordinator will help facilitate secure off-campus housing for UTSA students.

Students may be responsible for their residential lease agreements and payments or UTSA may obtain housing for its students.

IV. Miscellaneous Provisions

A. Coordination and Administration

Both UTSA and Fundació UPC will appoint a Coordinator for this Barcelona Program Agreement and keep the other party informed of the Coordinator’s name, address, telephone and fax numbers, and internet and web addresses. All appropriate government and university officials shall be kept apprised of the features of the program and any subsequent changes to this agreement.

B. Duration of this Agreement

This agreement will be effective January 1, 2007 and, unless earlier terminated by either institution, will apply to the next five academic years after which it will be reviewed by appropriate representatives at UTSA and Fundació UPC. Such termination by one institution shall be effected by giving the other institution at least one hundred eighty (180) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such one hundred eighty (180) days, (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, or (c) at the termination of any contracts or leases UTSA or its students have entered into to provide housing in Barcelona to its students or faculty, whichever event occurs last. Any pending obligations shall be resolved by consensus. If consensus is not possible, any dispute will be referred to non-binding mediation conducted by an independent mediator as agreed to by the institutions.

C. Two originals will be signed and the party signing second will return one of the original copies to the other party. This agreement terminates and supersedes any and all other Agreements written, oral, or otherwise between the parties.

D. Amendments

This document constitutes a Program Agreement between UTSA and Fundació UPC. No amendments, modifications, or changes will be effective unless and until placed in writing and signed by authorized representatives of both parties.

E. Future Semester-Specific Addendums

Officials of Fundació UPC and UTSA will develop additional addendums regarding the details of instructional activities, schedules, enrollment, payments, and faculty for each semester in which UTSA students will participate in the Barcelona Program. Each such Addendum shall be in substantially the same format as the attached Spring 2007 Addendum and each addendum, after being signed by authorized representatives of both parties, shall be incorporated in and attached to this Agreement for all purposes.
EXECUTED by The University of Texas at San Antonio and the Fundació Politècnica de Catalunya in duplicate copies, each of which shall be deemed an original.

**Fundació Politècnica de Catalunya**

By: [Signature]
Joaquim Olivé i Duran
Director

Date: **28-3-2007**

**The University of Texas at San Antonio**

By: [Signature]
Pamela S. Bacon
Associate Vice-President Administration

Date: **3-23-07**

By: [Signature]
Julius M. Gribou
Dean, College of Architecture

Date: **3-3-07**