AGREEMENT OF COOPERATION

BETWEEN

AMERICAN COLLEGE OF THESSALONIKI

AND

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

The University of Texas at San Antonio (hereinafter referred to as UTSA) and American College of Thessaloniki, located at P.O. Box 21021, 555 10, Pylea, Thessaloniki, Greece, (hereinafter referred to as ACT), 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 ACT 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 ACT 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;

• 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 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 contacts 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 ten (10) 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 ACT 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.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas, which shall be the forum for any lawsuits arising from and incident to the agreements between the parties.

In the event of conflict between the text of an Affiliation Agreement between the parties and the text of this Agreement, this Agreement shall govern to the extent of the conflict.

EXECUTED by The University of Texas at San Antonio and American College of Thessaloniki in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS
AT SAN ANTONIO
By:  
Printed Name:  Julius M. Gribou
Title: Executive Vice Provost and Senior International Officer
Date: 01/2/2012

AMERICAN COLLEGE OF THESSALONIKI
By:  
Printed Name: Dr. Archontis Pantsios
Title: Acting Provost
Date: 04/23/2013
AFFILIATION AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS AT SAN ANTONIO AND
AMERICAN COLLEGE OF THESSALONIKI

This Agreement is made between The University of Texas at San Antonio ("UTSA"), a component institution of the University of Texas System located in Bexar County, Texas, USA, and American College of Thessaloniki ("ACT") located at P.O. Box 21021, 555 10, Pylea, Thessaloniki, Greece.

RECITALS

A. Cordial relations exist between UTSA and ACT;

B. UTSA and ACT desire to establish certain exchange programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest; and

C. UTSA and ACT believe that international understanding and educational opportunities of their students and faculty would be enhanced by international academic and scientific cooperation.

TERMS

In contemplation of the relationship to be established and for valuable consideration, the parties agree as follows:

1.0 Purpose of the Exchange Agreement: Definition.

1.1 The primary objective of this Agreement is to create a means for cooperative efforts between UTSA and ACT to affect the academic interchange of faculty and students and academic and research information between the two educational institutions. Under this Agreement, the types of cooperation may include reciprocal exchange of students or faculty, collaborative research projects, exchange of publications, reports or other academic information, collaborative professional development and other activities as mutually agreed.

1.2 The parties agree that this Agreement is incorporated into, and will provide the foundation and framework for, the particular programs developed by academic and administrative units from the two institutions and memorialized in Program Agreements.

1.3 "Agreements" refers to this Affiliation Agreement and any Program Agreement that is executed between the parties.
1.4 "Home Institution" is a party to this Agreement that sends its faculty members and/or students to the other party (institution) for the purposes of teaching, study, and/or research.

1.5 "Host Institution" is a party to this Agreement that accepts the visiting faculty member(s) and/or student(s) from the other party (institution) for teaching, study, and/or research.

1.6 “Program Agreement” is a duly, executed agreement that sets forth the specific details of particular cooperative activities or programs that faculty or students participate in as authorized by this Agreement. Program Agreements shall not be effective until they have been reduced to writing and executed by the authorized representatives of the parties.

2.0 **Term and Renewal.** This Agreement shall take effect on the __ day of ____________ and shall continue in effect for an initial period ending five (5) years after the effective date. After the initial year, this Agreement shall continue from year to year unless one party gives the other party ninety (90) days prior written notice of intent 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 pursuant to a Program Agreement at the time such notice is given have completed their respective courses of study, whichever event occurs last.

3.0 **Exchange of Faculty Members.**

3.1 The purpose of any faculty exchange must be for teaching or cooperative research.

3.2 The process for establishing an exchange of faculty members shall be as follows:

3.1.1 Interested faculty member shall submit teaching and/or research proposals to their own institution's academic officers for review and approval of concept. Proposals must include explanation of the source and method of compensating and funding the expenses of visiting faculty members.

3.1.2 Approved proposals and the proposing faculty member's credentials are sent to their counterpart faculty member(s) and academic officers for review and approval by the other institution.

3.1.3 If there is mutual interest, the proposed the academic officers of the Host Institution shall contact the proposing faculty member(s) and their academic officials, inviting a fuller outline of the terms and conditions under which the visit would take place.

3.1.4 If the parties agree that the proposed faculty exchange is mutually beneficial and appropriate, a Program Agreement shall be executed outlining the terms and conditions of the faculty exchange.

3.3 No such visit shall exceed one (1) academic year as the Host Institution defines that period.
3.4 Unless specifically stated otherwise in a Program Agreement, the salary of faculty shall be the responsibility of the Home Institution.

4.0 Student Exchange Programs

4.1 The process for establishing a student exchange program shall be as follows:

4.1.1 Interested faculty member shall submit proposals to their own institution's academic officers for review and approval of concept.

4.1.2 Approved proposals are sent to their counterpart faculty member(s) and academic officers for review and approval by the other institution.

4.1.3 If there is mutual interest, the proposed the academic officers of the Host Institution shall contact the proposing faculty member(s) and their academic officials, inviting a fuller outline of the terms and conditions under which the student exchange would take place.

4.1.4 If the parties agree that the proposed student exchange program is mutually beneficial and appropriate, a Program Agreement shall be executed outlining the terms and conditions of the student exchange program.

4.2 Unless specifically stated otherwise in a Program Agreement, application and acceptance to the student exchange program shall be as follows:

4.2.1 Home Institution is responsible for collecting and reviewing student applications and formally recommending qualified students to Host Institution for the study desired. Students must be in good standing to be recommended.

4.2.2 Students must obtain all required approvals from the Home Institution.

4.2.3 Host Institution will make the final decision as to the acceptance of the student, according to its admission policies governing students, and will notify Home Institution in writing of acceptance or rejection.

4.2.4 Each student accepted by Host Institution will be expected to participate in the Host Institution at the same level of competency as any other student enrolled at the Host Institution.

4.3 Unless specifically stated otherwise in a Program Agreement, the tuition, fees, and costs attributable to the student's attendance at the Host Institution shall be the responsibility of the student. The Program Agreement shall delineate how payment is to be made.

4.3.1 If either institution collects tuition and/or other student payments to be transferred to the other institution, the institution collecting the student payments shall maintain at its principal place of business for the term and any renewal terms, business records, books, and account information related to such student payments which the other institution shall have the right to review with advance notice during normal business hours.
4.4 Host Institution will provide the Home Institution adequate information on the performance of participating students, including grades, as soon as practicable after the student’s completion of the program or course. Host Institution agrees to provide to Home Institution, upon request, information on Host Institution’s method and documents used in determining the performance or grades of Home Institution students.

4.5 Host Institution will offer to Home Institution students the lowest tuition and fees within its authority.

4.6 To assist the Home Institution in the determination of course equivalencies, Host Institution will annually provide to Home Institution course syllabi and the curriculum vitae, or similar documentation, of Host Institution instructors teaching Home Institution students that academic term.

5.0 Joint Research Projects.

5.1 In the event a joint research project is proposed by either party, such research effort shall be carefully scrutinized by both parties to evaluate the need for the joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both parties to approve the proposed project as a possible joint effort, both institutions agree to actively seek outside funding for the proposed joint research project prior to their final approval and implementation of the joint project.

5.2 In such joint projects between the two institutions, care shall be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved.

5.3 Before any activity may commence on any joint project, it shall be mutually agreed in writing that any publication resulting therefrom shall be credited to a previously agreed-upon author(s), provided that each of such person(s) participate in the project.

5.4 If the parties agree that the proposed joint research project mutually beneficial and appropriate, a Program Agreement shall be executed outlining the terms and conditions of the project.


6.1 All publications resulting from the collaboration between the two institutions under Agreements must give recognition to the Agreements therein. Likewise, the Agreements must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.
6.2 Parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this Agreement.

6.3 Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

7.0 Student and Faculty Expenses. Unless specifically stated otherwise in a Program Agreement, all travel, living, and miscellaneous expenses incurred in attending Host Institution, including meals, transportation, and lodging, shall be the responsibility of the student or faculty member.

8.0 Insurance. Exchange students and faculty shall be strongly recommended to obtain comprehensive health insurance, including medical evacuation and repatriation benefits.

9.0 Academic and Disciplinary Rules.

9.1 The parties agree that exchange students and faculty will enjoy the same rights and privileges enjoyed by other students and faculty of the Host Institution.

9.2 The parties agree that each institution’s policies and rules covering matters of academic responsibility and standards of conduct will be applicable to students and faculty while attending the Host Institution.

9.3 If Host Institution determines after investigation that a student or faculty member violated such a policy or rule while attending Host Institution, Host Institution may terminate the student or faculty member’s participation in the program.

9.4 If Home Institution determines that a student or faculty member violated its policies or rules while attending Host Institution, Host Institution shall cooperate and provide Home Institution with information relating to the student or faculty member’s conduct while attending the Host Institution.

10.0 Orientation

10.1 Upon the arrival of Home Institution faculty or students, Host Institution shall arrange and conduct a comprehensive on-site orientation program. This program shall include but is not limited to information concerning the Host Institution’s policies on academic responsibilities and standards of conduct, and report of crime statistics occurring on property owned or controlled by the institution in accordance with applicable law.
10.2 Host Institution shall exercise reasonable efforts to assist Home Institution faculty and students in securing appropriate visas, residence and work permits, and to provide sponsorship for immigration and other purposes in a timely fashion for all Home Institution faculty and their families.

10.3 Host Institution will assist Home Institution faculty and students to locate housing and provide other assistance to the visiting students and faculty.

11.0 Designated Liaison. Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under the Agreements and to address any concerns or disputes that may arise relating to the terms and conditions of Agreements.

11.1 UTSA:
Julius M. Gribou
Executive Vice Provost
Senior International Officer
One UTSA Circle 4.120 Main Building
San Antonio, Texas 78249-0603

11.2 ACT:
Dr. Archontis Pantsios
Acting Provost
American College of Thessaloniki
P.O. Box 21021, 555 10,
Pylea, Thessaloniki, Greece

11.3 Additional liaisons may be designated in a Program Agreement.

12.0 Budgetary Considerations. Resources for implementation of Agreements may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with Agreements unless specifically stated otherwise in a Program Agreement. No implementation of any portion of the Agreements may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement a Program Agreement and funding for such purposes is not appropriated to that institution or is not otherwise available to the institution, the institution shall have no further financial obligations upon such determination. Should either institution not have funding to carry out any obligations of a particular exchange effort conducted under a Program Agreement, it shall immediately notify the other institution of such fact and of such portions of the Program Agreement that may be deemed terminated or modified due to the lack of funding.
13.0 Non-Discrimination. The parties agree to comply with all national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which Institution is subject.

14.0 Relationship of the Parties. Agreements shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to the Agreements are acting as independent contractors. Faculty who participate in exchange programs remain employees of the Home Institution.

15.0 Use of Institutions' Name; Advertising and Publicity. Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

16.0 Governing Law; Forum.

16.1 Agreements shall be governed by and construed under the laws of the State of Texas, which shall be the forum for any lawsuits arising from and incident to the Agreements.

16.2 All activities conducted under the Agreements must be conducted in accordance with the laws, rules, and regulations applicable to each institution. In the case of UTSA, these are the laws, rules, and regulations of the State of Texas and the United States of America. In the case of ACT, these are the laws, rules, and regulations of Greece.

17.0 Waiver. A waiver of any breach of any provision of the Agreements shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreements.

18.0 Non-Assignment. Neither party may assign Agreements without the advance written consent of the other. Agreements shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

19.0 Notices. Any notice to either party under the Agreements must be in writing signed by the party giving it, and shall be deemed given when received by the party’s designated representative. Notices shall be mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered to the following designated representatives:
To UTSA:

Julius M. Gribou  
Executive Vice Provost  
Senior International Officer  
One UTSA Circle  4.120 Main Building  
San Antonio, Texas 78249-0603

To ACT:

Dr. Archontis Pantsios  
Acting Provost  
American College of Thessaloniki  
P.O. Box 21021, 555 10,  
Pylea, Thessaloniki, Greece

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Termination.

20.1 If either party breaches the terms and conditions of the Agreements and the parties have complied with paragraph 24 of this Agreement, the other party has the right to terminate the Agreements immediately upon written notice to the other.

20.2 Either party has the right, upon proper notice, to terminate its obligations under the Agreements for reasons of force majeure. “Force majeure” are circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the Agreements.

21.0 Conflict. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

22.0 Amendment of Agreements. No amendment to the Agreements shall be effective unless reduced to writing and executed by the authorized representatives of UTSA and ACT.

23.0 Right of Inspection. Parties agree that each institution shall permit the other institution to inspect facilities and services utilized in connection with any activity conducted under the Agreements.

24.0 Resolution of Disputes. Agreements are based on the common trust and good faith of the parties. In case of disputes, the parties, through the liaisons designated in paragraph 11 of this Agreement, shall make a good faith effort to obtain an amicable resolution.
IN WITNESS WHEREOF, the authorized representative(s) of both parties have executed two copies of this Agreement on this _2_ day of _MAY_, 2013.

THE UNIVERSITY OF TEXAS
AT SAN ANTONIO

Signature

By: Julius M. Gribou

Title: Executive Vice Provost and Senior International Officer

Date: _5/2/2013_

AMERICAN COLLEGE OF
THESSALONIKI

Signature

By: Dr. Archontis Pantsios

Title: Acting Provost

Date: _4/23/2013_
PROGRAM AGREEMENT
BETWEEN THE
UNIVERSITY OF TEXAS AT SAN ANTONIO
AND
AMERICAN COLLEGE OF THESSALONIKI

-Student Exchange-

WHEREAS, The University of Texas at San Antonio ("UTSA") and American College of Thessaloniki ("ACT") have previously executed an Affiliation Agreement effective on 2 May 2013, and except as provided herein, all terms used herein that are not otherwise defined shall have the respective meanings ascribed to such terms in the Affiliation Agreement; and

WHEREAS, UTSA and ACT desire to implement the provisions of such Affiliation Agreement by (a) providing students enrolled at UTSA with an educational opportunity at ACT; and (b) providing students enrolled at ACT with an educational opportunity at UTSA;

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1.0 Term. This Agreement shall be effective from the date of its execution and terminate at the conclusion of Spring 16 semester ("Term").

2.0 Program Students and Admission.

2.1 To be eligible for participation in this reciprocal student exchange program ("Program"), a student must be a full-time enrolled student of his/her Home Institution and meet all academic requirements for participating in the Program established by both the Home Institution and the Host Institution.

2.2 Each participating exchange student will take courses regularly offered at the Host Institution, with the understanding that the Host Institution may exclude exchange students from participation in restricted enrollment programs. Acceptance of transfer of academic credit will be determined by the Home Institution.

2.3 The term of study for exchange students participating in this Program shall be one academic year or less.

2.4 The number of participating students shall be limited to three per year, per institution.

2.5 There is no minimum number of students that either party must send each semester or academic year.

2.6 The goal of the Program is to achieve a balanced rate of student exchange between the institutions, and the Program liaisons will cooperate in achieving this goal.
2.7 The Program will be available for participation by undergraduate students classified as sophomore at the time of departure or who have completed at least 30 semester hours of undergraduate study at UTSA or at least one year of study at ACT. The Program will also be available to graduate students who meet the minimum GPA requirements established by the Home Institution and Host Institution respectively.

2.8 The Home Institution shall nominate students to participate in the Program based on demonstrated academic achievement and completion of curriculum that are a prerequisite for participation in the Program. Students wishing to participate in the Program will submit an application that shall include, but is not limited to, a copy of the candidate’s academic record, statement of eligibility for international travel, proof of health insurance and a recommendation for participation to be sent from the student’s Home Institution Program liaison to the Host Institution liaison.

2.9 The Home Institution will nominate students for the Program who have sufficient language proficiency to effectively participate in the instruction program offered at the Host Institution. The Home Institution shall notify the Host Institution of the number of students selected to participate in the Program on or about April 15 of each year for that year’s Fall semester or academic year and on or about October 1 of each year for the following Spring semester.

3.0 Course of Study. Each institution’s student(s) may apply to any academic program offered at the other institution, but the other institution reserves the right to exclude students from restricted enrollment programs. Program student(s) will remain enrolled as regular degree candidates at their Home Institution and will not be enrolled as candidates for degrees at the Host Institution. Students are expected to maintain the equivalent of a full-time course load at the Host Institution.

4.0 Grade Reports.

4.1 Within eight (8) weeks of the end of each semester, Host Institution will forward to Home Institution officials grade reports for each student in the Program, in accordance with the grade equivalencies agreed upon by the institutions.

4.2 The institutions will be responsible for generating Program student enrollment information and reports and providing the same to the other institution. Each institution will provide the other with adequate information on the academic performance of the participating exchange student(s), to include notification of the students’ enrollment (during the first four weeks of each semester), the number of hours the student is enrolled for, and provide the student (and Home Institution) instructions on how to obtain a grade report or transcript at the completion of the course(s). The Host Institution will notify the Home Institution in writing in the event an exchange student withdraws from any course.

5.0 Program Payments. All students admitted to the Program shall remain enrolled full-time and pay all required tuition (and other required fees applicable to exchange student participants) at the participating student’s Home Institution. Participating students are also required to pay all incidental fees required by the Host Institution; provided, however, the Host Institution shall not assess incidental fees against students participating in the Program, other than those fees normally paid by other students enrolled at the Host Institution. Participating exchange students will remain enrolled at their Home Institution, and will not be enrolled as candidates for degrees offered at the Host Institution.
Lodging/Travel/Meals. Participating exchange students will be responsible for all expenses incurred for housing, travel, medical insurance and all other subsistence costs, and neither institution will be responsible for such charges.

7.0 Designated Liaison. Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under this Program Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Program Agreement.

7.1 UTSA:
Dr. Dennis Lopez
Director of International Operations
UTSA College of Business
One UTSA Circle
San Antonio, Texas 78249

7.2 ACT:
Dr. Archontis Pantsios
Acting Provost
American College of Thessaloniki
P.O. Box 21021, 555 10,
Pylea, Thessaloniki, Greece

EXECUTED by The University of Texas at San Antonio and American College of Thessaloniki by their authorized representatives, in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS
AT SAN ANTONIO

AMERICAN COLLEGE OF
THESSALONIKI

Signature
By: Julius M. Gribou
Title: Executive Vice Provost and Senior International Officer
Date: 01/2/2013

Signature
By: Dr. Archontis Pantsios
Title: Acting Provost
Date: 04/25/2013