AGREEMENT OF COOPERATION

BETWEEN

University of Hyderabad

AND

The University of Texas at San Antonio

The University of Texas at San Antonio (hereinafter referred to as U.T.S.A.) and University of Hyderabad, located at Prof. C.R. Rao Road, P.O. Central University, Hyderabad – 500 046, A.P., India, (hereinafter referred to as UoH) 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 U.T.S.A. and UoH 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, U.T.S.A. and UoH 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 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 10 years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least 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 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 UoH will 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 University of Hyderabad in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By: [Signature]

Dr. Rene Zenteno

Vice Provost and Senior International Officer

Date: 05/13/2014

UNIVERSITY OF HYDERABAD

By: [Signature]

Dr. V. Sita

Professor and Dean

Date: 17th November, 2014
AGREEMENT OF ACADEMIC PROGRAM
BETWEEN
THE UNIVERSITY OF TEXAS AT SAN ANTONIO
AND
UNIVERSITY OF HYDERABAD

WHEREAS, The University of Texas at San Antonio (hereinafter referred to as “UTSA”) and University of Hyderabad, (hereinafter referred to as “UoH”), located at Prof. C.R. Rao Road, P.O. Central University, Hyderabad – 500 046, A.P., India, have executed an Agreement of Cooperation effective __________, 2014 (the “Agreement of Cooperation”); and

WHEREAS, UTSA and UoH, on behalf of its, desire to implement the provisions of the Agreement of Cooperation by providing students enrolled at UTSA with an opportunity to study abroad at UoH through this program agreement (this “Program Agreement”, collectively with the Agreement of Cooperation, the “Agreements”).

NOW THEREFORE, subject to the terms, conditions and provisions of such Agreement of Cooperation, and in contemplation of the relationship to be established and for valuable consideration, the parties agree as follows:

Program

1.0 Overview of Study Abroad Program(s).

1.1 This Program Agreement establishes the “Global Immersion Program – UTSA” or the “India Immersion Program”, a course of study prepared and offered by UoH to UTSA in winter for a length of time to be determined each year by the parties (the “Program”). The Program will be for undergraduate and graduate students enrolled in the UTSA College of Business. The target number of UTSA students will be 12 to 20 students but there is no minimum number of UTSA students that UTSA must send each semester or academic year. One or two UTSA faculty or staff will accompany the students who attend the Program.

1.2 The details of Program dates, fees, faculty, curriculum, and any other specific details for the Program not included herein will be negotiated and mutually agreed upon by the parties in a written addendum to this Program Agreement (each an “Addendum”), to be attached and incorporated herein. The exact dates of the Program will be subject to the availability of instructors and Program venues, as well as mutual agreement between UTSA and UoH. Subsequent programs will be detailed in written Addendum(s) to this Program Agreement each year.

1.3 The parties will agree on the dates for the Program no later than the 1st of July of each year.

1.4 The Program will consist of workshops, cultural and industrial visits as further described in an Addendum. The Program will be conducted in English. Program materials and handouts will be in English.

1.5 The Program is prepared, coordinated and administered by a program coordinator in UoH’s School of Management Studies. The Program coordinator is set forth below, and may be updated from time to time in an Addendum:
Program Coordinator
Dr. V. Sita
Professor & Dean
School of Management Studies
University of Hyderabad
Gachibowli, Hyderabad
M – 9866217076
O – 23135008, 23135000
E-mail: sita_vanka@yahoo.co.in
sitavdean@gmail.com

1.6 Program instructors will be full-time UoH staff members who have a PhD degree or equivalent qualifications, or industrial professionals with extensive practical working and executive training experience.

1.7 A certificate of participation, issued by UoH, will be awarded to each student attending more than 80% of the Program. However anything regarding academic credit or grades is responsibility of UTSA faculty.

1.8 If the parties desire to expand their collaboration into other areas, such as faculty and reciprocal student exchange then, the parties will need to approve an additional written agreement.

Responsibilities

2.0 Obligations of UoH. UoH will provide:

2.1 program design, logistics and delivery;

2.2 preparation of Program materials for UTSA students;

2.3 workshops delivered by instructors from UoH, and external instructors;

2.4 guided business and academic visits with transportation, which will be an integral part of the Program as well as cultural site visits including admission and any guide fees;

2.5 a Program manager to provide on-site assistance, support and coordination of the Program;

2.6 assistance in the reservation of accommodations for UTSA students, UTSA faculty and accompanying persons which are acceptable to UTSA and in proximity to UoH;

2.7 administrative support, including evaluation during and after the Program;

2.8 free Internet access;

2.9 UoH will ensure that its faculty provide UTSA faculty with adequate information regarding the performance of participating students, including grades;

2.10 assistance to UTSA faculty and students to obtain any visas or permits necessary to fulfill obligations and receive benefits under this Agreement
3.0 Obligations of UTSA. UTSA will:

3.1 determine the number of UTSA students and UTSA faculty participating in the Program by the 1st of July each year; and

3.2 assess and collect fees from UTSA students in order to make payment to UoH of an amount to be determined annually based on services and costs detailed in a written Addendum to this Program Agreement signed by the parties for Program expenses as set forth in Section 4.2.

Expenses

4.0 Program Payments by Students; Payment of Expenses to UoH.

4.1 Unless specifically stated otherwise in an Addendum to this Program Agreement, the tuition, fees, and costs attributable to the student's attendance at UoH will be the responsibility of the student, and will be paid to UTSA.

4.2 Payment by UTSA to UoH for Program fees will be made directly to UoH and will be in an amount to be defined annually in a written Addendum to this Program Agreement, signed by both parties. Such Addendum will delineate the payment amounts, and how and when payment is to be made. Such amount must be paid by the date agreed upon in such Addendum. The amount may include but, are not limited to the following expenses:

4.2.1 use of a classroom at the UoH;

4.2.2 teaching by external teachers (non-UoH faculty) hired by UoH in amounts agreed upon in writing by the parties;

4.2.3 guided business, cultural and academic visits on tour including transportation fees;

4.2.4 reasonable expenses incurred by UoH for Program management; and

4.2.5 meals and living expenses for UTSA students faculty and staff.

5.0 Student and Faculty Expenses. Unless specifically stated otherwise in an Addendum to this Program Agreement, all travel, living, and miscellaneous expenses incurred in attending or teaching the Program, including meals, transportation, and lodging, will be the responsibility of the participating UTSA student or faculty member.

General

6.0 Agreement Coordinators. The parties designate the following coordinators to serve as its liaison to coordinate and facilitate implementation under this Program Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Program Agreement:
The University of Hyderabad:

Dr. V. Sita
Professor & Dean
School of Management Studies
University of Hyderabad
Gachibowli, Hyderabad
M – 9866217076
O – 23135008, 23135000
E-mail: sita_vanka@yahoo.co.in
sitavdean@gmail.com

The University of Texas at San Antonio:
Dr. Dennis Lopez
Academic Director and Associate Professor of Accounting
The University of Texas at San Antonio
One UTSA Circle, San Antonio, Texas, 78249, USA
Email: Dennis.Lopez@utsa.edu

7.0 Term and Renewal. This Program Agreement will take effect on the date indicated below and will remain in effect for an initial period ending five years after the effective date. It can be renewed upon mutual agreement between the parties. After the initial year, this Program Agreement will continue from year to year up to five more years unless one party gives the other party 90 days prior written notice of intent to terminate. If such notice is given, this Program Agreement will terminate: (a) at the end of such 90 days; or (b) when all students enrolled in a course of study pursuant to this Program Agreement at the time such notice is given have completed their respective courses of study under the Program Agreement, whichever event occurs last. Termination will be without penalty. If this Program Agreement is terminated, neither UTSA nor UoH will be liable to the other for any monetary or other losses that may result.

8.0 Termination.

8.1 If either party breaches the terms and conditions of the Agreements and the parties have complied with paragraph 22 of this Program Agreement, the other party has the right to terminate the Agreements upon written notice to the other or as soon as all students enrolled in a course of study pursuant to this Program Agreement at the time such notice is given have completed their respective courses of study, whichever is later.

8.2 Either party has the right, upon proper written notice, to terminate its obligations under the Agreements for reasons of force majeure. “Force majeure” are circumstances beyond the control of a party that effectively prevent the party from performing its obligations under the Program Agreements. The parties may also cancel individual annual Program(s) without terminating this Program Agreement for reasons of force majeur or undue hardship including but, not limited to political or social unrest, strikes, riots, natural disaster, terrorist activity, hostilities, government sanctions, plague or other catastrophic event by providing notice to the other party as soon as possible.

9.0 Insurance. Students and faculty will be strongly recommended to obtain comprehensive health insurance, including medical evacuation and repatriation benefits.

10.0 Academic and Disciplinary Rules.
10.1 The parties agree that UTSA students and faculty will enjoy the same rights and privileges enjoyed by other students and faculty of UoH.

10.2 The parties agree that each party’s policies and rules covering matters of academic responsibility and standards of conduct will be applicable to students and faculty while attending UoH. In the event of a conflict between such policies and rules of UoH and UTSA, UoH’s rules and policies will control.

10.3 If UoH determines after investigation that a student or faculty member violated such a policy or rule while attending UoH, UoH may terminate the student or faculty member’s participation in the Program.

10.4 If UTSA determines that a student or faculty member violated its policies or rules while attending UoH, UoH will cooperate and provide UTSA with information relating to the student or faculty member’s conduct while attending UoH.

10.5 To be eligible for participation in this Program, a student must be a full-time enrolled student at UTSA and meet all academic requirements for participating in the Program established by UTSA.

11.0 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 the party is subject.

12.0 Relationship of the Parties. Agreements will 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 programs remain employees of their home institution.

13.0 Use of Parties’ Name; Advertising and Publicity. Neither party will use the other party’s name, or any name that is likely to suggest that it is related to the other party, in any advertising, promotion or sales literature without first obtaining the written consent of the other party.

14.0 Governing Law; Forum.

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

14.2 All activities conducted under the Agreements must be conducted in accordance with the laws, rules, and regulations applicable to each party. 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 UoH, these are the laws, rules, and regulations of India.

15.0 Waiver. A waiver of any breach of any provision of the Agreements will 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.

16.0 Non-Assignment. Neither party may assign Agreements without the advance written consent of the other. Agreements will be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
17.0 **Notices.** Any notice to either party under the Agreements must be in writing signed by the party giving it, and will be deemed given when received by the party’s designated representative. Notices will 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:

Dr. Rene Zenteno  
Vice Provost and Senior International Officer  
The University of Texas at San Antonio  
One UTSA Circle, San Antonio, Texas 78249, USA

To UoH:

Dr. V. Sita  
Professor & Dean  
School of Management Studies  
University of Hyderabad  
Gachibowli, Hyderabad

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

18.0 **Conflict.** In the event of conflict between the text of an Addendum to this Program Agreement and the text of this Program Agreement, this Program Agreement will govern.

19.0 **Amendment of Agreements.** No amendment to the Program Agreement will be effective unless reduced to writing and executed by the authorized representatives of UTSA and UoH.

20.0 **Right of Inspection.** Parties agree that each party will permit the other party to inspect facilities and services utilized in connection with any activity conducted under the Program Agreement.

21.0 **Export Control.** The Agreements between the parties are subject to the limitations and restrictions that may be imposed by Import and Export Control laws and regulations of the United States government.

22.0 **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 6 of this Program Agreement, will make a good faith effort to obtain an amicable resolution.

23.0 **Headings.** The headings of the paragraphs, articles and sections of this Program Agreement are for convenience only and will not be a part of or affect the meaning or interpretation of this Program Agreement.

24.0 **Language.** The Agreements may be translated and executed by the parties; 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 will prevail.
IN WITNESS WHEREOF, the authorized representative(s) of both parties have executed two copies of this Program Agreement effective as of this ___ day of ________________, 2014.

THE UNIVERSITY OF TEXAS
AT SAN ANTONIO

By: _______________________
Name: Dr. Rene Zenteno
Title: Vice Provost & Senior International Officer
Date: _________________

By: _______________________
Printed Name: Dr. Dennis Lopez
Title: Academic Director and Assoc. Professor of Accounting
Date: _________________

UNIVERSITY OF HYDERABAD

By: _______________________
Name: Dr. V. Sita
Title: Professor and Dean
Date: 17th November, 2014
ADDENDUM TO THE AGREEMENT OF ACADEMIC PROGRAM BETWEEN
THE UNIVERSITY OF TEXAS AT SAN ANTONIO AND
THE UNIVERSITY OF HYDERABAD

The following terms and conditions are incorporated into and form a part of the Agreement of Academic Program to which they are attached (the "Agreement") for all purposes. "UTSA" means The University of Texas at San Antonio and "UoH" means The University of Hyderabad.

UTSA 2015 Spring Program – International Immersion Program in India

1. Program period.

The Program will be for approximately one week beginning on the 4th of January, 2015 and ending on the 10th of January, 2015.

2. Program fees, payment schedule, and bank information.

2.1 The total Program cost is equivalent to 775,400 rupees as indicated by the exchange rate available on the date of payment ("Program Fee"). A description of the items covered by the Program Fee is set forth in Exhibit "A" – Program Fee, which is attached hereto and incorporated herein for all purposes.

2.2 The Program Fee will be paid by UTSA to UoH under the following payment schedule:

- First payment of 50% of the Program Fee, to be paid within five business days following the execution of this Addendum; and

- Final payment of the remaining balance of the Program Fee, to be paid by the 4th of December, 2014.

2.3 All amounts to be paid by UTSA to UoH will be in U.S. dollars to the bank designated by UoH. Each bank transfer receipt should include the following notice:

   UTSA Summer Program - International Immersion Program in India.

3. Program Description.

3.1 The purpose of the Program is to familiarize participants with the business practices in India and the Program covers a range of topics that are unique to the business contexts of India.
3.2 The Program will be comprised of workshops and industrial visits. A proposed itinerary is set forth on Exhibit “B”, which is attached hereto and incorporated herein for all purposes.

Program Agreement Controlling. All other terms and conditions of the Program Agreement will remain the same. In the event there is a conflict between the terms and conditions of the Program Agreement and this Addendum, the Program Agreement will control.

UoH:
The University of Hyderabad

Name: Dr. V. Sita
Title: Professor and Dean of the School of Management Studies

Date: 17th November 2014

UTSA:
The University of Texas at San Antonio

By: [Signature]
Name: Pamela S. Bacon
Title: Associate Vice President for Administration

Date: 11.05.2014