

AFFILIATION AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS AT _____ AND
[NAME OF FOREIGN UNIVERSITY]

This Agreement is made between The University of Texas at _____ ("UT__"), a component institution of the University of Texas System located in _____ County, Texas, USA, and [Full legal name of Foreign University] ("Foreign University")ⁱ located at [Address].

RECITALS

- A. Cordial relations exist between UT__ and Foreign University;
- B. UT__ and Foreign University 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. UT__ and Foreign University 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 UT__ and Foreign University 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 _____ 20__ 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 one hundred eighty (180) days prior written notice of intent to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) 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.

6.0 Intellectual Property and Research Protocol.

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 any known, abnormally dangerous conditions on the premises or in the city or country, such as the threat of crime, civil unrest, disease or terrorism.

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 UT__: [Title, office, address, email and phone number]

11.2 Foreign University: [Title, office, address, email and phone number]

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 UT__, these are the laws, rules, and regulations of the State of Texas and the United States of America. In the case of Foreign University, these are the laws, rules, and regulations of _____.

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 UT__:

To Foreign University:

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 UT__ and Foreign University.

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 ___ day of _____, 20__.

THE UNIVERSITY OF TEXAS
AT _____

[FULL LEGAL NAME OF FOREIGN
UNIVERSITY]

by _____
(Signature)

by _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

ⁱ It is recommended that shorthand reference to the entity's legal name be used to identify the entity that is entering into the agreement.