AGREEMENT OF COOPERATION
BETWEEN
KUMAMOTO UNIVERSITY (KU)
AND
THE UNIVERSITY OF TEXAS AT SAN ANTONIO (UTSA)

The University of Texas at San Antonio (hereinafter referred to as “UTSA”), located at One UTSA Circle, San Antonio, Texas 78249, and Kumamoto University (hereinafter referred to as “KU”), located at 2-39-1, Kurokami, Kumamoto 860-8555, enter into this agreement of cooperation (hereinafter Agreement”) to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of this Agreement between UTSA and KU (hereinafter collectively, “the Institutions”) 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 KU 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 and KU will ensure that each Institution reviews and approves the specifics of all proposed exchanges of information or of any proposed research collaboration before either Institution actually engages in any such exchange or collaboration. This review is required, in part, because such exchanges or collaborations may be subject to American Import and Export Control laws and regulations, and the Foreign Exchange and Foreign Trade Act and regulations of Japan.

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. 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 and the Foreign Exchange and Foreign Trade Act and regulations of Japan.

The scope of the activities of programs entered into pursuant to 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 all expenses incurred by its employees and students as part of their participation in a program created pursuant to this Agreement. The Institution hosting the program will be responsible for assisting program participants with finding local living facilities during such participation.

VI.

Upon approval by each Institution, this Agreement shall remain in effect for a period of five (5) 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 at the end of such ninety (90) days. The Institutions agree to make reasonable efforts to ensure that all students enrolled in a course of study under the Agreement at the time notice of termination are given the opportunity to complete their respective courses of study under the Agreement. Such termination shall be without penalty and neither UTSA nor KU shall be liable to the other for any monetary or other losses that may result from termination of this Agreement. Further, this Agreement may be renewed by mutual consent, if proposed by either Institution. Such a renewal will not take effect unless it is writing and signed by both parties.

VII.

This Agreement or program agreements resulting from this Agreement may be translated into a language other than English and executed by the institutions; however, the terms and conditions in the English version of this Agreement or any program agreement shall control in the event of any conflict between the English version of an agreement and the conflict with those in a non-English version of any such agreement.

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

The University of Texas at San Antonio, U.S.A.

By: Dr. Ricardo Romo
Title: President
Date: 9-3-10

Kumamoto University, Japan

By: Dr. Isao TANIGUCHI
Title: President
Date: Sept. 3, 2010