AGREEMENT OF COOPERATION

BETWEEN

The University of Texas at San Antonio

AND

Universidad Miguel Hernandez de Elche

The University of Texas at San Antonio (hereinafter referred to as “UTSA”), located at One UTSA Circle, San Antonio, Texas 78249, and Universidad Miguel Hernandez de Elche (hereinafter referred to as “UMH”), located at Avenida de la Universidad s/n Elche, 03202, Spain enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

FIRST: PURPOSES FOR ESTABLISHING AGREEMENT

The purposes of the cooperation between UTSA and UMH 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.

SECOND: AGREEMENT OBJECTIVES

To achieve these goals, UTSA and UMH 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, 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 UMH will ensure that UTSA’s Office of Research Integrity and Compliance and its counterpart at UMH review 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 because such exchanges or collaborations may be subject to American Export Control laws and regulations as well as American and Spanish intellectual property laws.

THIRD: MANAGEMENT

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.

FOURTH: SPECIFIC PROJECTS

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 Export Control laws and regulations of the United States government. 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.

FIFTH: FINANCIAL SUPPORT

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees. The host institution will assist professional staff engaged in teaching or research to find local living facilities.

SIXTH: LENGTH OF AGREEMENT

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: (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 UMH shall be liable to the other for any monetary or other losses that may result.

SEVENTH: JURISDICTION

This Agreement or program 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 control.

Both parties agree to amicably resolve any disagreement that may arise during the course of this ongoing agreement.

EXECUTED by The University of Texas at San Antonio and Universidad Miguel Hernandez de Elche in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By:          
Julius M. Gribou  
Executive Vice Provost and Senior International Officer

Date: 22 August, 2011

UNIVERSIDAD MIGUEL HERNANDEZ DE ELCHE

By:  
Manuel Miguel Jordán Vidal  
Vice President for International Relations

Date: 03 Oct, 2011