AFFILIATION AGREEMENT
BETWEEN
UNIVERSITA DEGLI STUDI DI PERUGIA (UNIVERSITY OF PERUGIA)
AND
THE UNIVERSITY OF TEXAS AT SAN ANTONIO

This Agreement is made between The University of Texas at San Antonio ("UTSA"), located at One UTSA Circle, San Antonio, Bexar County, Texas, USA, and Università degli Studi di Perugia ("University of Perugia") located at Piazza Università 1, 06123, Perugia, Italy.

RECITALS

A. Cordial relations exist between UTSA and The University of Perugia;

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

C. UTSA and The University of Perugia 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: Definitions.

1.1 The primary objective of this Agreement is to create a means for cooperative efforts between UTSA and The University of Perugia to affect the academic interchange of faculty and students and academic and research information between the two educational institutions in the area of Geological Sciences. 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 will provide the foundation and framework for the particular program developed by academic and administrative units from the two institutions and memorialized herein.

1.3 "Agreement" refers to this Affiliation Agreement 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.

2.0 Term and Renewal. This Agreement shall take effect on the date that the agreement is fully executed by both parties as indicated below and shall continue in effect for an initial period ending five (5) years after the effective date. Full execution will be deemed to have been achieved after the last signature has been secured on the Agreement. 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 the program at the time such notice is given have completed their respective courses in the program, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither UTSA nor the University of Perugia shall be liable to the other for any monetary or other losses which may result.

3.0 Exchange of Faculty Members.

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

3.2 The exchange of faculty members shall be as follows:

3.2.1 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.

3.2.2 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.

3.2.3 If there is mutual interest, the proposed 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.

3.2.4 If the parties agree that the proposed faculty exchange is mutually beneficial and appropriate, the contemplated faculty exchange will take place according to the terms and conditions of this Agreement and the final proposal.

3.3 In any case, no such visit shall exceed one (1) academic year as the Host Institution defines that period.
3.4 The salary (including, but not limited to, the provision of all standard benefits and the deduction of any applicable taxes) of faculty shall be the responsibility of the Home Institution.

4.0 Student Exchange Programs.

4.1 The student exchange program shall be as follows:

4.1.1 Students who intend to participate in the exchange will be selected by the Home Institution, which shall send, in advance of the program start date the names and relevant academic data of the students to the Host Institution for approval. The Host University reserves the right to refuse candidates on any basis not prohibited by law and in such case other candidates may be proposed. Home Institution represents that the selected students are in good academic and disciplinary standing, and that students shall be selected on the basis of academic merit, knowledge of the language of the country selected (or English), suitability of the study program at the Host University, and completion of curriculum that are a prerequisite for participation in the program. Each student must obtain all required approvals from the Home Institution. Each student accepted by the Host Institution is expected to participate in the Host Institution at the same level of academic competency and to conform to the behavioral and conduct standards of the Host Institution as any other student enrolled at the Host Institution.

4.1.2 The study programs of the students participating in the exchange will be agreed upon prior to their departure and will be subject to the approval of both the Host Institution and the Home Institution.

4.1.3 There shall be a maximum of two (2) students from each institution participating in the Student Exchange Program per year.

4.1.4 The details of program dates, any amounts (including but not limited to tuition and fees) to be remitted to or by each institution, and other specific details for the program will be negotiated and agreed upon by the institutions by a written addendum to this Agreement.

4.1.5 Students participating in the exchange shall be registered at the Host Institution but may not gain any academic title from said institution; all credits earned for coursework must be transferred to the Home Institution.

4.1.6 Host Institution will provide the Home Institution with adequate information on the performance of participating students, including grades in the form of transcripts, as soon as practicable after the student’s completion of the program or course, but in no event any later than within 4 weeks of the end of each semester. 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. UTSA and the University of Perugia shall guarantee full recognition of all academic activities satisfactorily completed during the exchange period. Equivalence procedures shall be defined by the Home Institution and the Host Institution as part of the agreed upon study programs referenced above.
4.1.7 To assist the Home Institution in the determination of course equivalencies, the Host Institution will annually provide the Home Institution with course syllabi and the curriculum vitae, or similar documentation, of Host Institution faculty teaching Home Institution students during that academic term.

4.1.8 UTSA and the University of Perugia shall agree on the duration of the exchange according to the study programs of the students in question. This period, however, may not be less than three (3) months or more than one (1) year. Exceptions to this policy may be made if the Home Institution determines that particular circumstances give rise to an exception; making such a determination shall be upon mutual agreement of the Home Institution and the Host Institution.

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 institutions 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 institutions 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 written agreement shall be executed outlining the terms and conditions of the project.

6.0 Intellectual Property; Research Protocol; and Export Control.

6.1 All publications resulting from the collaboration between the two institutions under this Agreement must give recognition to this Agreement, or any other written agreement between the two institutions therein. Likewise, such Agreement(s) 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.

6.4 This entire Agreement, including any Addendums or other related written agreements and programs between the institutions are subject to the limitations and restrictions that may be imposed by Import and Export Control laws and regulations of the United States government.

7.0 Student and Faculty Expenses. All travel, living, and miscellaneous expenses incurred in attending or teaching at Host Institution, including meals, transportation, and lodging, shall be the responsibility of the participating student or faculty member.

8.0 Insurance. Home Institution shall require students and faculty to obtain appropriate insurance coverage.

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 members while attending the Host Institution. In the event of a conflict between such policies and rules of the Host Institution and the Home Institution, the Host Institution's rules and policies will control to the extent of the conflict.

9.3 If Host Institution determines after investigation that a student or professor violated such a policy or rule while attending the Host Institution, the latter may immediately terminate the student or professor's participation in the program.

9.4 If Home Institution determines that a student or professor violated its policies or rules while attending the Host Institution, Host Institution shall cooperate and provide the 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, the 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 members and students in locating housing.

11.0 **Designated Liaison.** Each party designates the following officials to serve as its liaison to coordinate and facilitate activities and to enable the parties to meet agreed-upon requirements under this Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Agreement.

11.1 UTSA: Dr. Hongjie Xie, Associate Professor, Department of Geological Sciences, One UTSA Circle, San Antonio, Texas 78249, Tel. (210) 458-5445, E-mail hongjie.xie@utsa.edu.

11.2 University of Perugia: Dr. Laura Melelli, Associate Researcher, Piazza Università 1, 06123, Perugia, Italy, Tel. (39) (075) 58 49 579, E-mail imelelli@unipg.it.

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. 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 this 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 this Agreement, it shall immediately notify the other institution of such fact and of such portions of this 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 applicable national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination.

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 the laws of the State of Texas, which shall be the forum for any lawsuits arising from 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 The University of Perugia, these are the Italian laws, rules, and regulations.

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:
Mr. Julius M. Gribou
Executive Vice Provost/Senior International Officer
University of Texas at San Antonio
One UTSA Circle, San Antonio, Texas, 78249, USA

To The University of Perugia:
Dr. Laura Melelli
Associate Researcher
Università degli Studi di Perugia
Piazza Università 1, 06123, Perugia, Italy

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 any other written 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 The University of Perugia.

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.

25.0 Language. 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 Perugia in duplicate copies, each of which shall be deemed an original.

The University of Texas at San Antonio
By: 
Dr. Ricardo Romo
Title: President
Date: 12-8-11

By: 
Julius M. Gribou
Title: Executive Vice Provost and Senior International Officer
Date: 12-8-11

University of Perugia
By: Prof. Francesco Bistoni
Title: Rector
Date: 22 DIC. 2011

By: 
Date: 12-8-11