



AGREEMENT OF ACADEMIC PROGRAM
BETWEEN
THE UNIVERSITY OF TEXAS AT SAN ANTONIO
AND
UNIVERSITÀ DEGLI STUDI DI SIENA

WHEREAS, The University of Texas at San Antonio (hereinafter referred to as "UTSA") and Università degli Studi di Siena on behalf of the Università degli Studi di Siena - Centro Interdipartimentale di Studi Antropologici sulla Cultura Antica, (hereinafter referred to as "University of Siena" or "University of Siena - Centro AMA") (Antropologia e Mondo Antico), Via Banchi di Sotto 55, 53100 Siena (Italy) – Italian Fiscal Code 80002070524, represented by its Rector, Prof. Angelo Riccaboni, have previously executed an Agreement of Cooperation effective October 11, 2011; and

WHEREAS, UTSA and University of Siena - Centro AMA pursue the same aims in the fields of research, education and dissemination of culture;

WHEREAS, UTSA and University of Siena - Centro AMA desire to implement the provisions of the Agreement of Cooperation by providing students enrolled at UTSA with an opportunity to study abroad at University of Siena - Centro AMA.

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 Program: Additional Programs.

- 1.1 The course of study established under this Program Agreement is a study abroad program of a length to be determined each year for a summer program named "UTSA Summer Program - The Classical World: Anthropology, Art and Culture", for undergraduate and graduate students from the Department of Philosophy and Classics - University of Texas at San Antonio to be held at the University of Siena - Centro AMA of the University of Siena in June and July (the "Program"). The Program will be included in the teaching activity of the UTSA curriculum. There is no minimum number of UTSA students that UTSA must send each semester or academic year.
- 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 agreed upon by the parties in a written addendum to this Program Agreement. Subsequent programs will be detailed in written addendum(s) to this Program Agreement each year.



- 1.3 The parties shall agree on the dates for the Program no later than the 28th of February of each year.
- 1.4 The Program will consist of two courses which will include lectures, workshops and guided tours of cultural interest sites. The courses will be developed by two faculty members (one from UTSA and one from University of Siena - Centro AMA).
- 1.5 The faculty members developing the Program will collaborate to determine the number of lecturers that may be required to deliver the Program.
- 1.6 Teaching will be conducted by the University of Siena - Centro AMA faculty, UTSA faculty (conditioned upon his/her ability to obtain an appropriate work permit), and external lecturers/teachers selected and hired by University of Siena - Centro AMA. The qualifications for external lecturers/teachers positions will be developed by the faculty developing the Program as referenced in 1.4; however, the external lecturers/teachers shall be selected and hired by University of Siena - Centro AMA.
- 1.7 The qualifications for a Program Manager position will be developed by the faculty developing the Program as referenced in 1.4; however, the Program Manager will be selected and hired by University of Siena - Centro AMA, to provide on-site assistance, support and coordination of the Program.
- 1.8 The parties reserve, where appropriate, to define by mutual agreement other collaboration areas, such as teacher and student exchange. In such event, special additional written agreement will be made to be approved by the parties.

Responsibilities

- 2.0 Obligations of University of Siena - Centro AMA. University of Siena will provide:
 - 2.1 use of a classroom at the University of Siena - Centro AMA;
 - 2.2 photocopying cards for UTSA faculty to be used at the University of Siena - Centro AMA library;
 - 2.3 theoretical courses/lectures and workshops delivered by teachers from the University of Siena - Centro AMA, and external teachers;
 - 2.4 guided tours (transportation, museum admission tickets, and tourists fees), which will be an integral part of the teaching program;
 - 2.5 a Program Manager to provide on-site assistance, support and coordination of the Program;
 - 2.6 accommodation for UTSA students, UTSA faculty and accompanying persons at the University of Siena buildings of Collegio Santa Chiara and Il Refugio halls of residence; however, in the event such accommodations are not acceptable to UTSA, University of Siena agrees to provide accommodation facilities which are acceptable to



UTSA in the same or a comparable neighborhood and in comparable proximity to University of Siena – Centro AMA;

- 2.7 access to University of Siena canteens (a badge provided by the University of Siena is required);
- 2.8 free Internet access;
- 2.9 access to the library of the University of Siena - Centro AMA and to the library and multimedia library of the Facolta di Lettere e Filosofia. Both UTSA faculty and UTSA students may have access to all services of the University of Siena's libraries, including book borrowing, and must comply with the library regulations;
- 2.10 University of Siena will ensure that its faculty provide UTSA faculty with adequate information regarding the performance of participating students, including grades;
- 2.11 assistance to UTSA faculty and students to obtain any work permits or visas 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 28 February each year; and
- 3.2 assess and collect fees from UTSA students in order to make payment to University of Siena - Centro AMA 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 University of Siena - Centro AMA.

- 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 University of Siena - Centro AMA shall be the responsibility of the student, and shall be paid to UTSA.
- 4.2 Payment by UTSA to University of Siena - Centro AMA for Program expenses shall be in an amount to be defined annually in a written addendum to this Program Agreement, signed by both parties. Such addendum shall 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 the following expenses:
 - 4.2.1 use of a classroom at the University of Siena - Centro AMA;
 - 4.2.2 photocopying cards for UTSA faculty to be used at the University of Siena - Centro AMA library;



- 4.2.3 teaching by external teachers (non-University of Siena - Centro AMA faculty) hired by University of Siena – Centro AMA, in amounts agreed upon in writing by the parties;
 - 4.2.4 guided tours included in the courses (transportation, museum admission tickets, and tourists fees);
 - 4.2.5 reasonable expenses incurred by University of Siena - Centro AMA for Program management;
 - 4.2.6 accommodation for UTSA students, UTSA faculty and accompanying persons at the University of Siena buildings of Collegio Santa Chiara and Il Refugio halls of residence; however, in the event such accommodations are not acceptable to UTSA, University of Siena agrees to provide similar accommodation facilities which are acceptable to UTSA in the same or comparable neighborhood and in comparable proximity to University of Siena – Centro AMA; and
 - 4.2.7 meal tickets for UTSA students, UTSA faculty and accompanying persons at the University of Siena canteens.
- 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, shall be the responsibility of the participating 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:

University of Siena:

Prof. Maurizio Bettini
Centro Antropologia e Mondo Antico
Università degli Studi di Siena
Facoltà di Lettere e Filosofia
Via Roma, 47
53100 Siena
Italy

University of Texas at San Antonio:

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



- 7.0 Term and Renewal. This Program Agreement shall take effect on the date indicated below and shall remain in effect for an initial period ending 5 years after the effective date. It can be renewed upon mutual agreement between the parties. After the initial year, this Program 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 Program 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 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 shall be without penalty. If this agreement is terminated, neither University of Texas at San Antonio nor University of Siena shall be liable to the other for any monetary or other losses that may result.
- 8.0 Insurance. 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 UTSA students and faculty will enjoy the same rights and privileges enjoyed by other students and faculty of University of Siena.
- 9.2 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 University of Siena. In the event of a conflict between such policies and rules of University of Siena and UTSA, University of Siena - Centro AMA's rules and policies will control.
- 9.3 If University of Siena determines after investigation that a student or faculty member violated such a policy or rule while attending University of Siena - Centro AMA, University of Siena may terminate the student or faculty member's participation in the Program.
- 9.4 If UTSA determines that a student or faculty member violated its policies or rules while attending University of Siena - Centro AMA, University of Siena shall cooperate and provide UTSA with information relating to the student or faculty member's conduct while attending University of Siena - Centro AMA.
- 10.0 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.
- 11.0 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 programs remain employees of their home institution.
- 12.0 Use of Parties' Name; Advertising and Publicity. Neither party shall 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.



- 13.0 Governing Law; Forum.
- 13.1 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.
- 13.2 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 University of Siena, these are the laws, rules, and regulations of Italy.
- 14.0 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.
- 15.0 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.
- 16.0 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 and Senior International Officer
University of Texas at San Antonio
One UTSA Circle, San Antonio, Texas 78249, USA

To University of Siena - Centro AMA:

Prof. Maurizio Bettini
Centro Antropologia e Mondo Antico
Università degli Studi di Siena
Facoltà di Lettere e Filosofia
Via Roma, 47
53100 Siena
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.

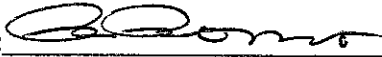



- 17.0 Termination.
- 17.1 If either party breaches the terms and conditions of the Agreements and, the parties have complied with paragraph 22 of this Program Agreement, the other party has the right to terminate the Agreements immediately upon written notice to the other.
- 17.2 Either party has the right, upon proper notice, to terminate its obligations under the Agreements for reasons of force majeure. "Force majeure" are circumstances beyond the control of a party that effectively prevent the party from performing its obligations under the Agreements.
- 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 shall govern.
- 19.0 Amendment of Agreements. No amendment to the Program Agreement shall be effective unless reduced to writing and executed by the authorized representatives of UTSA and University of Siena - Centro AMA.
- 20.0 Right of Inspection. Parties agree that each party shall 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, shall 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 shall not be a part of or affect the meaning or interpretation of this 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 shall 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 _____, 2012.

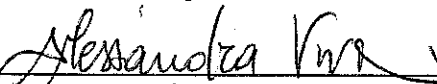
**UNIVERSITY OF TEXAS
AT SAN ANTONIO**

By: 
Printed Name: Dr. Ricardo Romo
Title: President
Date: _____

By: 
Printed Name: Julius M. Gribou
Title: Executive Vice Provost and
Senior International Officer
Date: 19 MARCH 2012

UNIVERSITÀ DEGLI STUDI DI SIENA

By: 
Printed Name: Prof. Angelo Riccaboni
Title: Rector
Date: 03/06/2012

By: 
Printed Name: Prof. Alessandra Viviani
Title: Vice Rector for
International Relations
Date: _____