

Program Agreement of Faculty, Staff and Research Collaboration Exchange

**between *Colegio de Mexico*
and The University of Texas at Austin**

This program agreement is made pursuant to and is subject to the terms and conditions of the Academic and Scientific Cooperation and Exchange Agreement between the *Colegio de Mexico* and the University of Texas at Austin. This Program Agreement is between the following schools/colleges, department, or centers:

UT Austin: The Teresa Lozano Long Institute of Latin American Studies.

Colegio de Mexico:

This agreement provides the specific framework for the following activities:

- collaborative research projects,
- reciprocal exchange of staff and faculty,
- exchange of publications, reports and other academic information,
- collaborative professional development and
- other activities such as conferences, symposia, and workshops as mutually agreed.

Faculty/Staff Exchange

Faculty Exchanges: The Teresa Lozano Long Institute of Latin American Studies of the University of Texas at Austin (LLILAS) and the Colegio de México (Colmex) will cooperate in placing faculty members in each other's institutions for collaborative research and teaching purposes over a period of five years. Exchanges will occur primarily in the fields of International Relations, Sociology, Urban Studies, Linguistics and Literary Studies, History, and Economics. The faculty of Colmex and UT Austin will be encouraged to engage in collaborative research projects that will lead to publications in journals and books.

A. UT Austin will utilize its financial resources in order to invite to campus at least one faculty member of the Colegio de México for teaching and research. Colmex faculty may spend up to two weeks as Visiting Resource Professors, with funding for their stay provided by the Office of the Vice Provost for International Programs and the College of Liberal Arts. Colmex professors will also be invited to participate in UT Austin conferences.

B. Colmex will utilize its financial resources in order to invite at least one faculty member per year from UT Austin for visiting lecturerships, the Colmex equivalent of the UT Visiting Resource Professorships, for periods of up to two weeks. UT faculty will also be invited to conferences organized by Colmex.

C. Colmex will use available funding for its graduate students so that they may undertake research work at UT Austin in consultation with UT faculty. These graduate researchers will come to Austin for stays ranging from two weeks to one month.

D. UT Austin will use available funding for its graduate students so that they may undertake research work at COLMEX in consultation with COLMEX faculty. UT graduate researchers will come to COLMEX for stays ranging from two weeks to one month.

All matters related to the rights and responsibilities of employment, including the salaries and benefits of exchange faculty and staff, are the sole responsibility of the home institution.

The period of the exchange visit of any faculty/staff member of the home institution shall not exceed one academic year.

Exchange Faculty/Staff shall be subject to the host institution's rules, regulations, and policies. The host institution will orient exchange faculty and staff to pertinent rules. The home institution will withdraw the faculty/staff member from the exchange assignment upon the request of the host institution.

The host institution will, on request, provide information to assist exchange faculty/staff in locating living accommodations and information and assistance required to obtain a visa, work permit, or other documents necessary to enter and stay in the host country. However, the ultimate responsibility for making the appropriate arrangements and meeting the legal requirements to enter, live and work in the host country is the responsibility of the exchange faculty/staff and the home institution shall communicate this responsibility to exchange faculty/staff.

If teaching is involved in an exchange, the arrangement must be reciprocal so that neither participating institution suffers any hardships in maintaining required teaching loads.

Information Exchange and Exchange of Materials

The institutions agree to exchange information on the current state of their studies in the areas of collaborative work. Similarly, they will make available to each other well before their publication or the filing of patent applications any manuscripts and notices of invention in these areas that fall within the terms of the agreement and are not subject to restrictions in other grants or contracts.

In order to promote the joint work and carry out this exchange on a non-commercial basis, the parties also agree to make available to one another research materials and/or samples within the terms of this agreement and not subject to restrictions in other grants or contracts.

Publications

The parties shall publish the results of their collaboration under the titles of the two institutions. The results of the joint work on a subject where both research groups have had original results and ideas already shall be published under the authorship of all investigators who made substantial contributions and under the titles of both UT Austin and the cooperating institution, regardless of where the final experiments or research were performed.

Intellectual Property

All publications resulting from the collaboration between the two institutions under the terms and conditions of this Agreement must give recognition to this Agreement therein. Likewise, this Agreement must also be mentioned in all courses and formal presentations which result from collaboration under the terms hereof.

Both 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.

Inventions made jointly by members of the two research groups will be jointly owned by the cooperating institution and UT Austin in accordance with UT Austin policy on intellectual property.

Academic and Disciplinary Rules

The parties agree that the academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and social discipline will be distributed to the other party and carefully followed.

Funding

Resources for the implementation of this Agreement are dependant upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement. Should either party not have the funding necessary to carry out any obligations 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.

Should a joint grant or contract be awarded, the institution to whom the prime award is made shall be responsible for allocating funds according to the budgets approved by the granting agency, both institutions, and the Principal Investigators for support of the two groups, including salaries, supplies, equipment, travel, and indirect expenses.

Relationship of the Parties

This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between the parties. The parties to this Agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' salaries, withholding taxes, workers' compensation, and other employment related obligations.

Use of Institutions' Name

Neither party shall use the other institution's name, or any name or trademark in any form, including advertising, promotion or sales literature without first obtaining the written consent of the other institution.

Governing Law

This Agreement 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 this Agreement.

Non-Assignment

This Agreement may not be assigned by either party without the advance written consent of the other.

Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by U.S. First Class, registered or certified mail, or by overnight or expedited delivery service, addressed as follows 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:

Amendment, Term, Termination, and Renewal

This agreement shall become effective on the date of its signing by both parties, continue thereafter for five (5) years subject to revision or modification by mutual written agreement and shall terminate automatically at the end of such period unless thirty (30) days prior to termination, either party provides written notice to the other institution of its intention to renew the agreement for an additional term. Either party may terminate this agreement at any time, without penalty subject to the notice provision below. Any amendment to this agreement shall be made with acknowledgement in writing from both institutions.

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. Further, this agreement will automatically terminate upon termination of the parent Academic and Scientific Cooperation and Exchange Agreement. Termination shall be without penalty.

Executed by Colmex and the University of Texas at Austin in duplicate copies, each of which shall be deemed an original.

The University of Texas at Austin

Cooperating Institution

By: 

Dr. Terri E. Givens
Vice Provost

date

December 8, 2008

By: 

Dr. Javier Garciadiego Dantán
President

date

By: 

Dr. Jean-François Prud'homme
General Academic Coordinator

date

12/11/2008