General Agreement between the Universidad de Castilla-La Mancha and Texas State University to Collaborate in Research and Study Through Creation of the Miguel Zapata Spanish-American Academic Exchange Program

General Agreement between the UNIVERSIDAD DE CASTILLA-LA MANCHA and Texas State University to collaborate in research and study as stated below:

On the one side, the Rector Mgfc., D. Miguel Angel Collado Yurrita, represents the UNIVERSIDAD DE CASTILLA-LA MANCHA, having been named Rector Mgfc. by Decree 301 (15 December, 2011) of the Council on Education, Culture, and Athletics on behalf of the Autonomous Community of Castilla-La Mancha as was published in the “Diario Oficial de La Junta de Comunidades de Castilla-La Mancha” (19 December, 2011).

On the other side, Dr. Denise Trauth, TEXAS STATE UNIVERSITY President, is acting under the authority granted by Texas Education Code, Chapters 95 and 96 and The Texas State University System Rules and Regulations, Chapter IV.

Both Parties, of sound mind and judgment, having been charged with the responsibility of representing and acting on behalf of their respective institutions for the signing of this Agreement for Collaboration between the two, articulate the following Declarations:

DECLARATION 1

The UNIVERSIDAD DE CASTILLA-LA MANCHA and TEXAS STATE UNIVERSITY, which share an interest in the arts, humanities, and sciences, have determined that their respective universities, students, and faculty would benefit if the Parties initiated and maintained, to the extent possible, activities in the Fine Arts and Spanish, as enumerated in Declarations 5 and 6. Further, this joint effort shall be named the MIGUEL ZAPATA SPANISH-AMERICAN ACADEMIC EXCHANGE PROGRAM in honor of the great artist, who was born in the old town of Cuenca, Spain, and who maintained a longtime affinity for and connection with Texas.

DECLARATION 2

The UNIVERSIDAD DE CASTILLA-LA MANCHA and TEXAS STATE UNIVERSITY have among their goals the establishment of specific inter-university collaborative programs with diverse universities from around the world for the purposes of growing and developing both their teaching and research.

DECLARATION 3

The UNIVERSIDAD DE CASTILLA-LA MANCHA and TEXAS STATE UNIVERSITY, through the respective actions of their Rector and President, fully commit the human resources of the institutions they represent to the collaborative fulfillment of this Agreement.

DECLARATION 4

UNIVERSIDAD DE CASTILLA-LA MANCHA affirms that this action for the promotion, development and general fostering of art, culture and study of Spanish through research and study is in accordance with the mission of the national educational mission of Spain as stated in (article 1. 2. c and d) of the Organic Law [*Ley Organica* of 6/2001, 21 December of “Universidades” and article 2.1, a and e) of its Statutes].
It is hereby stated that the CEPLI is located on the Cuenca Campus of the UNIVERSIDAD DE CASTILLA-LA MANCHA whose postal address is the following: Avda. de los Alfares s/n. Código Postal 16071, Cuenca, Spain.

TEXAS STATE UNIVERSITY's mission— as approved by The Texas State University System Board of Regents on August 24, 2012, and by the Texas Higher Education Coordinating Board of January 24, 2013— is to be a public, student-centered, Emerging Research University dedicated to excellence in serving the educational needs of the diverse population of Texas and the world beyond. The University's core values include: a) fostering diversity of people and ideas, a spirit of inclusiveness, a global perspective, and a sense of community as essential conditions for campus life; b) the cultivation of character, honesty, integrity, compassion, fairness, respect, and ethical behavior, both in the classroom and beyond; c) teaching and learning based in dialogue, student involvement, and free exchange of ideas; and, d) research, scholarship, and creative activity as fundamental sources of new knowledge and as expressions of the human spirit.

**DECLARATION 5**

UNIVERSIDAD DE CASTILLA-LA MANCHA as a Tertiary Education Institution created in virtue of the Law 27/1982, of June 30th, to which corresponds, in its realm of competencies, the provision of a public service of tertiary education, throughout the researching, the teaching and the study, with autonomy regarding any economic, social, ideological or political power. To the extent the Parties can agree, through this Agreement, UNIVERSIDAD DE CASTILLA-LA MANCHA desires to pursue the following activities in the Fine Arts and Spanish:

5.1 Jointly publish articles with common themes and of interest to both institutions.

5.2 Support and promote the findings of collaborative research especially those activities linked to post-graduate programs.

5.3 Promote the organization of courses, workshops, and seminars in areas of interest to both Parties.

5.4 Exchange of bibliographies, audiovisual materials, data banks, and any information related to joint projects.

5.5 Exchange of experiences in areas of interest to both institutions in order to strengthen the services that support teaching and research.

5.6 Strengthen the co-operation of Fine Arts and Spanish between both institutions.

5.7 Exchange of professors in accordance to the principles of reciprocity and availability of both Parties.
5.8 Exchange of information, data, chronicles, observations, and all types of documents necessary to the work that the Parties accomplish both jointly and separately. Both parties agree to maintain confidentiality regarding any research that emerges from the activities that derive from this Agreement, as well as to all information that is not in the public domain and to that which there could be access within the framework of this document.

5.9 Assure that any publication or findings resulting or derived from work accomplished as a result of this Agreement shall be subject to the applicable disposition of the laws to which each party is bound giving due credit to those who have contributed to the realization or application of said projects.

**DECLARATION 6**

The parties shall promote below mentioned further activities in order to enhance each other's educational, academic and research interests. These activities might be developed over the course of years after student exchange on the undergraduate level has been established. To the extent the Parties can agree, through this Agreement, TEXAS STATE UNIVERSITY desires to pursue the following activities:

6.1 Exchange of students at the undergraduate level.
6.2 Exchange of faculty members.
6.3 Exchange of researchers.
6.4 Exchange of administrative staff members.
6.5 Development of joint educational and/or degree programs;
6.6 Exchange of information and academic resources that are of mutual interest.
6.7 Fostering activities such as collaborative research, joint symposia and exchange lectures.
6.8 Promotion of sports and cultural activities between the two institutions.

**DECLARATION 7**

This Agreement will remain in effect for five (5) years; provided that either Party may terminate it upon one hundred and eighty (180) days written notice; provided, further, that the terminating Party fulfills all commitments that it has commenced as of the date notice is given. At the end of the five year term, the Agreement may be extended upon mutual written consent of the Parties.

The parties shall sign two (2) originals of this Agreement, each of equal efficacy.

**DECLARATION 8**

The Texas State University System (TSUS), its colleges and universities (Component institutions), strictly adhere to Title IX of the Education Amendments of 1972, the Clery Act; United States Department of Education regulations; and TSUS Sexual Misconduct Policy and
Procedures (known collectively as “regulation of sexual misconduct” and hereafter referred to as “regulations”).

The above apply to all students, employees, visitors, and other third parties on all Component controlled property. These regulations also apply to all institutions and entities with whom Component places its students. All students, employees, visitors, and other third parties are expected to be comply with these regulations.

If the individual, organization, or entity fails to comply with these regulations, Component, in appropriate circumstances, reserves the right to take action, including but not necessarily limited to, termination of the agreement and obligations created by this document. Where appropriate, Component also reserves the right to discipline, terminate and/or immediately remove a student, employee, contractor, agent, or servant from campus.

DECLARATION 9

The Parties agree that this document is generated in good faith and that any disagreements, controversy, or interpretation resulting from the same with respect to its operation, ratification, and compliance shall be resolved by mutual and affable agreement.

On behalf of
UNIVERSIDAD DE CASTILLA
- LA MANCHA

D. Miguel Angel Collado Yurrita
Rector

Date 18-5-2015

On behalf of
TEXAS STATE UNIVERSITY

Denise M. Trauth
President

Date 4-17-2015