AGREEMENT

BETWEEN THE

UNIVERSITY OF RHODE ISLAND, RHODE ISLAND (URI)

AND

GRUPO DE INVESTIGACION AMERICA LATINA

This Agreement is entered into on the day of the final signature (the “Effective Date”) by and between the University of Rhode Island, a state institution of higher education existing under the laws of the State of Rhode Island, United States of America (hereafter the “University” or “URI”) and Grupo de Investigación América Latina, a research group of the Instituto de Filosofia, in Habana, Cuba (hereafter GALFISA). GALFISA and the University may be collectively referred to herein as the “Parties” and each individually as a “Party”.

The goal of this agreement is to establish a study abroad program designed for qualified URI undergraduates and beginning graduate students majoring or minoring in the fields of Economics, History, Spanish, Political Science, Art History, Urban Studies, Latin American Caribbean Studies, and International Relations as well as students who can apply these academic credits towards other degree programs.

PREMISES

WHEREAS, the University of Rhode Island wishes to operate study abroad programs in Cuba utilizing, in part, GALFISA; and

WHEREAS, GALFISA is located in Habana, Cuba and shares many common academic interests with the University and its academic and research programs;

COVENANTS

NOW, THEREFORE, in consideration of the Premises stated above and accepting the text of this agreement, the Parties hereby promise and agree as follows:

1.0. TERM

Unless extended by the mutually written consent of the Parties pursuant to Section 7.0, or sooner terminated pursuant to Section 8.0, this Agreement shall be in force for the period beginning on the Effective Date and terminating on August 30, 2018.
2.0. RESPONSIBILITIES AND OBLIGATIONS OF GALFISA

2.1. Courses will be offered at GALFISA. The University will serve as the school of record for URI students enrolled in the URI in Cuba Program. At the end of the term, each student’s grade report will be forwarded by GALFISA to the URI Office of International Education (hereafter “OIE”).

2.2. GALFISA will coordinate the planning for the itinerary of the University’s residential study abroad Program including local transportation, lodging and food, field trips, the participation of Cuban scholars for courses related to Cuba and relations with relevant organizations and authorities in Cuba;

2.3. GALFISA will provide the University’s study abroad program in Cuba with classroom and office spaces, including utilities, the provision of reasonable and necessary educational support equipment (such as, but not limited to, audio/visual equipment), secretarial assistance, telephone services, and other services usual and necessary for the functioning of the program.

2.4. GALFISA will provide the administrative services to execute the activities planned in the Program, including the necessary permission and visas for participants in Cuba, and such other services to be approved by the University’s Office of International Education.

2.5. By mutual agreement, GALFISA will provide a resident program director, under the direction and supervision of the University’s Office of International Education, will coordinate the activities together with the University of Rhode Island program director.

2.6. The resident program director designated by GALFISA in 10.1 and the University of Rhode Island program director are responsible for providing complete and full financial reports including clear receipts for all expenditures, in English, of all program funds under its control to the University’s Office of International Education. Spanish text and amounts must be translated into English on a separate sheet.

3.0. RESPONSIBILITIES AND OBLIGATIONS OF THE UNIVERSITY OF RHODE ISLAND

3.1. For the Program: The University of Rhode Island will serve as the school of record for URI students enrolled in the URI in Cuba Program. The University will be responsible for the following:

a. The recruitment, assessment, selection, and orientation of candidates.
b. Selection of the program faculty coming from URI and approval of Cuban faculty proposed by GALFISA.
c. The payment for expenses of GALFISA for services rendered in accordance with 2.0 above, pursuant to an agreed budget to be approved by URI;
d. Obtaining the necessary clearances required in the U.S. and Cuba to conduct the Program;
e. Preparing the necessary documents needed for obtaining visas for participants.
f. At least 50 days prior to the start date of the “URI in Cuba Program”, the names of student participants will be forwarded to GALFISA for the purpose of informing the Cuban immigration authority.
g. After receiving a grade report for each student from GALFISA, the Office of International Education will forward the grade reports to the URI in Cuba Program Academic Director who will be responsible for submission of final letter grades to the URI Office of Enrollment Services.
3.2 Faculty and Curriculum: The University will designate an academic coordinator of the program, who will be the primary academic contact person between both Parties. The Academic Director, appointed by the Dean of the College of Arts and Science, will be responsible for:

a. Submitting the curriculum, which lies with the University of Rhode Island and have received approval from its relevant deans and chairs of departments;
b. Selecting the instructors, in the case of University of Rhode Island faculty and approve faculty recruited in Cuba;
c. Notifying the names of students approved to attend the program to the Office of International Education;
d. Verifying that all students meet minimum academic expectations (GPA 2.5 [out of 4.0] or higher; junior- or senior-level standing; completion of pre-requisite courses, and completed a successful interview with the URI in Cuba Program Faculty Coordinator;
e. Working with GALFISA and the Office of International Education to provide all students with a list of program requirements and other necessary information;
f. Working with the OIE to disseminate knowledge of this program to URI students;
g. Submitting the student participants' grades to Enrollment Services.

3.3 Subject to the approval of the President or Chief Academic Officer of each Party and the availability of funding, faculty/professional visits shall be carried out through any one or more of the following activities or programs as mutually agreed to by the parties:

- Sabbatical visits
- Joint research activity
- Participation in seminars and academic meetings
- Exchange of academic materials and other information
- Scholarly exchange between the two institutions

The terms of such activities and the budget required for them shall be mutually discussed and agreed upon in writing and signed by both Parties prior to the initiation of any specific program or activity. Each program or activity shall be negotiated on an annual basis. Each university will designate a Liaison Officer to develop and coordinate specific activities and programs.

The University will assist the scholars from GALFISA with the necessary documents associated with obtaining a US entry visa.

3.4 Office of International Education: Students entering this program will be admitted through the Office of International Education (OIE).

3.5 For the Students: All students accepted into the "URI in Cuba Program" must pay a program fee that includes:

a. URI Fees (e.g. OIE Administrative Fee, Off-campus study fee and Off Campus Tuition);
b. URI health insurance [or demonstration of comparable coverage by completing the URI Health Insurance Waiver]; and
c. GALFISA Program Fee, established in consultation with URI Office of International Education will include:
• Institute Fee and Director Stipend
• Course and Classroom Fees
• Room, Board and Appliances fee
• Excursion and travel fees connected
• Entry visa and URI in Cuba Program cell phone

3.6 All transportation fees and local transportation to and from Cuba will be borne by the student. Students must pay for all personal off-Island communication services such as telephone, fax, when GALFISA is unable to provide them.

4.0 COMPENSATION

4.1 For services contemplated in 2.1; 2.2 and 2.3 above, the University of Rhode Island through the Cuba program account will pay an amount negotiated and agreed upon by both parties for the duration of the Program;

4.2 GALFISA Fees will be determined by GALFISA in consultation with URI (3.5c). All students will be billed directly by the URI Enrollment Services Office with assistance from the Office of International Education. In the event that a student fails to comply with the financial commitments, URI’s Office of International Education is absolved from any debt incurred.

4.3 If GALFISA provides a Resident Program director, s/he shall be compensated by the University of Rhode Island in an amount negotiated and agreed upon by both parties for the term of the appointment. Based on the employment standards of the University, the OIE will generate a work contract listing the terms of employment of the Resident Director.

4.4 The University agrees to an annual review of the cost of living and will make adjustments to the payments described in 4.1 and 4.2 above as necessary. Payment adjustments must be fixed for a given program and must be agreed upon in writing. Adjustments will be based upon the prevailing exchange rate and financial circumstances of both parties at the time.

5.0 GENERAL PROVISIONS

5.1 No Party shall have the right or authority to use the name, trademark, trade secrets, patent, or other rights to intellectual property of another Party in any manner whatsoever, except as expressly authorized herein or as subsequently authorized, in writing, by the Party that owns the intellectual property.

5.2 It is the intention to offer the study abroad program each year as a full semester program of at least 10 weeks, if and when permitted by the proper authorities of both countries.

5.3 At the end of each term the program is offered, an evaluation and planning meeting will take place to determine and agree upon changes for the next year, if any.

5.4 Both Parties to the agreement agree that URI students and faculty are authorized to conduct monetary transactions, pursuant to Section 515.570 of the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), the Cuban Assets Control Regulations (“CACR”), provided that transactions include remittances for URI students pursuant to an educational license:
a. Participating in a structured educational program in Cuba as part of a course/program offered for credit by URI;

b. Participating in a formal course of study at a Cuban academic institution, provided the formal course of study in Cuba will be accepted for credit toward the student’s graduate or undergraduate degree.

5.5. Both parties to the agreement agree that no U.S. Federal Government funds shall be directly paid to GALFISA to support or finance any of its activities or programs.

6.0 LIABILITY AND INDEMNIFICATION

6.1. Each Party shall be liable for its own acts or omissions and the acts or omissions of its employees, students and agents for any claims made by any person or entity for property damage or bodily injury, including death. Neither Party shall be liable for any indirect, special or consequential damages, including without limitation, operating losses, lost earnings, profits, or other revenue.

6.2. Each Party shall indemnify, defend and hold harmless, the other, including their respective governing board, board members, officers, directors, trustees, employees, students, agents, and contractors, for any and all loss, liability, payment, or judgments, including reasonable attorney fees, arising out of or in connection with any claim, demand, action or proceeding brought or made by any person or entity for property damages or personal/bodily injury including death, caused by or resulting from its negligence or willful misconduct or the negligence or willful misconduct of its directors, officers, employees, students, agents or contractors.

7.0. RENEWAL TERMS

This Agreement may be renewed upon the mutual written consent of the Parties. Each renewal shall be known as a “Renewal Term”.

8.0 TERMINATION OF AGREEMENT

8.1 Subject to the provisions of Section 8.2, this Agreement shall be deemed terminated in its entirety upon the occurrence of any one or more of the following events:

a. A material breach of a term or condition of this Agreement, if the non-breaching party so elects, provided that, if such breach is capable of being “cured” (as defined in Section 8.1.1) the Party alleged to have breached this Agreement is given written notice of the breach by a non-breaching Party and afforded at least 15 working days from the receipt of such notice (“cure period”) to cure such breach;

b. A Party becomes insolvent or subject to a petition in bankruptcy or is placed under the control of a receiver, liquidator or committee of creditors;

c. The expiration of the term of performance specified in Section 1.0 or any Renewal Term agreed to pursuant to Section 7.0;

d. Mutual agreement of the Parties evidenced by a fully executed termination agreement; or
e. Upon the provision of 120 days prior written notice of termination by either Party to the other Party, provided however, that enrolled students will be allowed to first complete the Program for which they have been accepted.

8.1.1 For the purposes of Section 8.1(a) a breach will be deemed capable of being cured if the breaching Party can demonstrate to the reasonable satisfaction of the non-breaching Party that it can take or cause to be taken such remedial actions within the cure period that will correct the breach and would put the non-breaching Party in as good a position as it would have been in but for the breach.

8.2 In the event of a termination of this Agreement, prior to the completion of the term or agreed to Renewal Term and for reasons other than a breach of this Agreement by GALFISA,

a. GALFISA shall be compensated for services performed prior to the effective date of termination.

b. In the event of a termination, due to the failure of GALFISA to perform in accordance with the terms of this Agreement, GALFISA shall be compensated only for those services performed in accordance with this Agreement that were provided prior to the termination date, less any damages that may have been sustained by the University and occasioned by the breach of GALFISA.

9.0 AMENDMENTS

This Agreement shall constitute the entire understanding of the Parties and supersedes all prior agreements or understandings of the parties oral or written. Any subsequent amendment of this Agreement must be in writing and signed by the signatories below or their duly authorized representatives.

10.0. ADMINISTRATIVE COORDINATION

10.1. GALFISA and the University agree to designate the following individuals as Administrative Coordinators to oversee and facilitate implementation of this affiliation agreement in cooperation with other appropriate administrators within GALFISA and URI:

University of Rhode Island Coordinator:
Name: Dr. Dania Brandford-Calvo
Title: Director
Address: University of Rhode Island
         International Center
         37 Lower University Road
         Kingston, RI 02881(USA)

Phone: (401) 874-2018
Fax: (401) 874-2502
Email: dbrandford@uri.edu

Instituto de Filosofía Coordinator:
Name: Dr. Humberto Miranda Lorenzo
Title: Director
Address: Instituto de Filosofía
         Calzada #251, Esq. J. Vedado
         Habana, Cuba

Phone: (537) 832-0301
Email: hml_tico@yahoo.com

10.2. The Parties designated Coordinators pursuant to Section 10.1 shall be authorized to administer this Agreement on behalf of the respective principals; provided that, no such representative shall be authorized to amend this Agreement. Amendments shall only be made in the manner specified in Section 9.0.
10.3. All notices that may be given under this Agreement shall be in writing, addressed to the receiving Party’s Coordinators at the address set forth above or to such other address as the receiving Party may designate by notice hereunder and shall be effective upon receipt.

11.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein is intended by the Parties to convey or vest any legal right in a third party to enforce a term or condition of this Agreement or to seek any remedy for a violation of any such term or condition.

12.0. RESPONSIBILITY OF THE PARTIES

A Party to this Agreement shall not be responsible for any obligation or liability incurred or assumed by the other Party or its employees, students, affiliates, or other representatives, and each Party shall be responsible for its own acts or omissions and those of its employees, students, affiliates, or other representatives and nothing contained herein is intended to shift such responsibility from one party to the other.

13.0. SEVERABILITY

This Agreement shall be performed in a manner that is fully consistent with all controlling laws, rules and regulations of Cuba, the United States, and the State of Rhode Island. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

IN WITNESS THEREOF, the authorized representatives of the Parties have executed this Agreement:

For the University of Rhode Island

[Signature]

David M Dooley
President

Date 9-28-15

For GALFISA

[Signature]

Dr. Georgina Alfonso González
Director
Instituto de Filosofía

Date 17-11-2015

[Signature]

Dr. Gilberto Valdés Gutiérrez
Vice Director
Instituto de Filosofía