

**MOU COLLABORATION BETWEEN  
CURSOS INTERNACIONALES OF THE UNIVERSITY OF SALAMANCA (SPAIN)  
AND  
UNITED INDEPENDENT SCHOOL DISTRICT**

In Salamanca, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**GATHERED**

On the one part, Dr. José Miguel Sánchez Llorente, in the name and on behalf of *Cursos Internacionales* of the University of Salamanca, (CIUSAL) with Tax ID Number A-37208105 and registered office in Plaza de Fray Luis de León 1-8, de Salamanca (P.C. 37008), in his capacity as Chief Executive Officer of the company, by virtue of the power granted in his favor on 24 April 2014 by the notary public of Salamanca D. Julio Rodríguez García, with the notarial protocol number 771.

And on the other, United Independent School District (hereinafter referred to a “UISD” or “District”), a political subdivision of the State of Texas, USA, whose administrative offices are located at 201 Lindenwood Dr., Laredo, TX 78045

Recognizing each other’s full capacity to subscribe this International University Memorandum of Understanding (hereinafter “MOU”) Collaboration:

**STATE**

This MOU Collaboration has been promoted by both Institutions on the basis of:

**FIRST.** - Both Institutions are united by the set of objectives in the scientific and cultural fields.

**SECOND.** - CIUSAL is intended to serve as instrumental support to the University of Salamanca to teach Spanish courses for foreigners and languages to Spaniards, to encourage, in general, the dissemination and teaching of the language outside our borders, and to evaluate the knowledge of the language. To this end, different training courses for teachers of Spanish as a foreign language and specialization in Spanish language and culture are offered.

**THIRD.** - They are institutions with their own juridical personality, and they develop their functions in autonomy and coordination between all of them, which allows them to hold agreements of this nature for the better fulfillment of the aims that they have entrusted.

**FOURTH.** - In response to the objectives of international academic cooperation, they express their interest in scientific mobility programmes for teachers and researchers, as well as for students.

### STIPULATIONS

Consequently, both institutions consider it advisable to establish a permanent framework for collaboration and cooperation, to which effect they subscribe to this Agreement, which will be governed by the following:

**FIRST.** - The projected collaboration must be developed within the framework of this MOU, in accordance with the programmes jointly developed between the two Institutions, and whose framework of action focuses on the teaching of Spanish for foreigners, the evaluation and certification of the language and the elaboration of materials for the preceding two purposes.

**SECOND.** - The above-mentioned programmes will collect all the details of the collaboration between the parties. Each Institution will develop an activity schedule to be reviewed and accepted by the other party. Both proposals will converge in an activity schedule for the common academic year. This annual schedule will include, but is not limited to, the specific agendas of events, content of the courses and programmes to be developed, fees as well as payment terms and methods.

**THIRD.** - The scheduling thus developed will specify the necessary economic resources for its accomplishment, as well as its form of financing.

**FOURTH.** - For the implementation of this Agreement and the scheduled activities, each of the two parties involved shall designate a person in charge of the coordination:

At UISD, the Agreement Coordinator will be Ms. Rebecca Coss-Morales, Associate Superintendent for District Administration and Student Services.

At CIUSAL, the Coordinator will be the person in charge of Foreign Groups Relations.

**FIFTH.** - UISD or UISD students will be responsible for providing (1) a sponsor for every ten students; (2) University of Salamanca program fees; and (3) airfare.

**SIXTH.** - The University of Salamanca will be responsible for providing (1) a two-week university course; (2) medical insurance; (3) three meals per day during the two-week period for UISD students; (4) two excursions (or as pre-approved by UISD); (5) housing at Salamanca University; and (6) travel to and from the Madrid Airport.

**SEVENTH.** - This agreement is the complete and exclusive agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous written or oral understandings relating thereto and shall survive the expiration or termination of any other agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, USA, without reference to its choice of law principles.

**EIGHTH.** - This Agreement will come into effect on the day following its signature and will be valid for four years, unless before that period the Agreement is extinguished as a result of the denunciation of any of the parties carried out in accordance with what has been established in this stipulation.

**NINTH.** - Any party of the Agreement may denounce it or terminate this Agreement by communicating in writing to the other party of the termination. This notice shall be provided at least three months prior to the end of the annual term. The termination of the Agreement as a result of the denunciation made in the terms of this provision will occur at the end of the annual period of validity in progress. The termination of the Agreement shall be without prejudice to the obligation of the parties to comply with the commitments assumed under this Agreement until the end of that period.

**TENTH.** - When the Agreement continues in force in the fourth year since its signature, the parties may agree to extend it for a maximum period of four years and can be subject to denunciation (or termination) in the terms provided for in this provision.

**ELEVENTH.** - Immunity: The District is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. No provision of this Agreement shall waive the District's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101 or under any other law, regulation, or constitutional provision.

**TWELFTH.** - Governing Law: Except as otherwise provided herein, this Agreement shall be governed by the applicable laws of the State of Texas, and Webb County, the county where UISD is located, shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement.

**THIRTEENTH.** - Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, pandemics, governmental restrictions, strikes, or other unforeseen events. In such cases, the affected party shall notify the other party in writing as soon as reasonably practicable and shall make reasonable efforts to resume performance as soon as possible.

**FOURTEENTH.** - Medical Insurance: The University of Salamanca shall provide proof of medical insurance coverage for all UISD students participating in the program, with coverage limits sufficient to meet medical needs while abroad. The insurance policy shall cover, at a minimum, emergency medical treatment and routine medical care. Proof of insurance shall be provided to UISD at least 10 days before the program commencement.

**FIFTEENTH.** - Student Code of Conduct: UISD students participating in the program shall be subject to the student code of conduct of both UISD and the University of Salamanca. Any violations of conduct may

result in disciplinary action by UISD, including removal from the program. The University of Salamanca agrees to promptly notify UISD of any incidents involving student misconduct.

**SIXTEENTH. - Dispute Resolution:** In the event of any dispute arising under this Agreement, the parties shall first attempt to resolve the matter through good-faith negotiations. If the dispute cannot be resolved within 30 days, the parties agree to participate in non-binding mediation before proceeding to litigation.

**SEVENTEENTH. - Language:** This Agreement shall be executed in English. If this Agreement is translated into any other language, the English version shall prevail in the event of any conflict or inconsistency.

#### **EXECUTION**

In witness thereof, the Parties subscribe to this Agreement in duplicate, at the place and date indicated in the heading.

**By United Independent School District**

**Superintendent of Schools**

**Signature: Dr. Gerardo Cruz**

**Signature:\_\_\_\_\_**

**By Cursos Internacionales de the University of Salamanca**

**Chief Executive Officer**

**Signature: José Miguel Sánchez Llorente**

**Signature:\_\_\_\_\_**