Agreement

This Agreement, effective as of January 10, 2003, is between Servicios de Programas Universitarios S. L., a Spanish Education Corporation with its principal office located at C/ Bélgica, 18 – 46021 Valencia (Spain) ("SPU") and the Rector and Visitors of the University of Virginia, a non-profit institution with its principal offices located in Charlottesville, Virginia ("UVA"). The parties hereby agree as follows:

Article 1: Object of the Agreement

a. The object of this Agreement is to regulate the logistical support that SPU will provide to UVA for the continuation of the "UVA Hispanic Studies in Spain Program" ("Program") in Valencia, Spain, as has been done since 1983.

The University of Virginia’s Hispanic Studies Office ("UVA Hispanic Studies Office") will be the coordinating office for UVA.

b. The Program is further described in the "Hispanic Studies in Spain – Valencia" brochure ("Brochure") which will be updated annually in consultation with both parties.

Article 2: Enrollment; Admission

a. The UVA Hispanic Studies Office will select and admit students for participation in the Program in accordance with criteria listed in the Brochure.

b. The UVA Hispanic Studies Office shall notify SPU no later than forty-five (45) days prior to the beginning of each semester of the number of enrollments for such semester. No later than thirty (30) days prior to the beginning of each semester, the UVA Hispanic Studies Office shall notify SPU of the names of the students who have been selected and shall forward completed application forms, including medical history releases. Notwithstanding the foregoing, the parties acknowledge that the UVA Hispanic Studies Office shall, as an initial matter, admit all participants according to its own academic standards and criteria and will register students with UVA.

Article 3: Obligations of Servicios de Programas Universitarios S. L.

SPU’s responsibilities shall include:

a) Purchasing tickets on an FAA approved airline and transporting program students (between the USA and Valencia, Spain ("Round Trip Ticket").
b) Utilizing UVA Hispanic Studies Office approved housing criteria, SPU is solely responsible for selecting, securing and supervising living situations. These living arrangements shall be with families, with no more than two students per family, with full room and board (3 meals a day in the home).

c) Promoting and undertaking all cultural activities.

d) Undertaking day trips to places of historical and artistic interest (at least three per semester). SPU will contract and utilize transportation companies which are fully licensed, insured and with a top safety rating.

e) Advising and counselling students to ease their adaptation to Spanish culture, as well as helping them integrate themselves into Spanish culture.

f) Supporting and helping students with regard to all physical and psychological problems they might face, as need dictates.

g) Keeping the UVA Hispanic Studies Office informed about any incident that does or might occur and the effects it may have on a program student.

h) Contracting with and administering payments to the adjunct faculty in Valencia who will teach courses, according to directives given by the director of the UVA Hispanic Studies Office (“UVA Director”).

i) Administering student course evaluations and submitting grade sheets to the UVA Hispanic Studies Office within 3 weeks of the end of the semester.

j) Providing classrooms adequate to the development of teaching activities, as well as all spaces necessary for seminars, tutorials, etc. SPU is responsible for ensuring that classrooms and meeting rooms are in buildings that meet local area safety laws and requirements with regard to structure, fire codes, accessibility to emergency services, etc.

k) Annually (or more frequently as needed) publishing the Brochure, in consultation with the UVA Hispanic Studies Office. The Brochure shall list the courses for each fall and spring semester, each summer session, along with a calendar, a summary of each course’s content, and prices and conditions for the Program.

**Article 4: Curriculum; Schedule and Transcripts**

a. The curriculum for the Program shall be decided by the UVA Director and listed in the Brochure. The curriculum shall be subject to changes based upon faculty availability, student demand and other factors as agreed upon between the parties. SPU will follow the academic criteria established by the UVA Director.

b. The UVA Hispanic Studies Office will appoint an academic coordinator in Valencia who will be in direct contact with the UVA Director. The UVA Director will select the professors who will teach in Valencia during the three sessions offered (fall, spring, summer).

c. The UVA Director will ensure that all courses taught and all adjunct faculty in teaching in Valencia are approved by the appropriate departments at UVA.
d. Official transcripts for coursework completed in the Program will be maintained by the University of Virginia’s Registrars Office.

Article 5: Housing

a. All students participating in the Program are required to live with host families provided by the Program, unless there are exceptional circumstances, in which case the student housing will be approved before the session begins. Students may indicate a preference for type of accommodations on their Program applications but SPU cannot guarantee any participant his/her choice of accommodation. All students will be notified of their housing assignment before departure for Spain.

b. SPU must receive payment for housing for each student under the terms described in Article 6 (c). SPU cannot guarantee that housing will be provided to students who do not complete timely applications and make payments by such date.

c. The UVA Hispanic Studies Office shall collect all payments relating to room and board from the students and pay such amounts to SPU in accordance with Article 6.

d. All personal and living expenses other than tuition, room and board, including without limitation, textbooks and supplies, will be the personal responsibility of the student. This information will be clearly stated in all Program promotional materials.

Article 6: Payment; Refunds

a. The UVA Hispanic Studies Office shall pay SPU a per student rate (“Student Fee”) which shall cover instructional costs, room and board.

The Student Fees paid to SPU for the 2003-2004 academic year will be as follows:

<table>
<thead>
<tr>
<th>Semester</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Fall 2003 Semester</td>
<td>$ 6,675 per student</td>
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<tr>
<td>Spring 2004 Semester</td>
<td>$ 7,583 per student</td>
</tr>
<tr>
<td>Fall 2003 and Spring 2004 Semesters</td>
<td>$13,650 per student</td>
</tr>
<tr>
<td>Summer program 2004</td>
<td>$ 4,175 per student</td>
</tr>
</tbody>
</table>

The Student Fees for each semester will be published in the Brochure.

Student Fees will be adjusted annually, or more frequently if needed, by mutual agreement of both parties in writing. When the Hispanic Studies
Program Assistant Director position becomes a classified salaried position of the University of Virginia, the aggregate payment to SPU will be reduced by this position’s total cost of compensation.

b. There may be situations where additional fees will be needed to cover costs associated with specific courses (e.g. theatre course involving trips). These fees must be approved by the UVA Hispanic Studies Office in advance.

c. All payments, under Article 5 and Article 6, shall be paid by the UVA Hispanic Studies Office as follows:

I. 45 days prior to the beginning of the Program during each semester, 50% of the aggregate Student Fees for that semester; and

II. the remaining 50% of the aggregate Student Fees for such semester shall be paid before the end of the sixth week of the semester.

III. 50% of the aggregate Student Fees for the summer session shall be paid 45 days prior to the beginning of the program. The remaining 50% shall be paid two (2) weeks after the start of the session.

Payments for students receiving financial aid will not fall under the timelines outlined above, but will be sent later in the semester according to normal financial aid (Federal, State or University) regulations.

d. In the event that a student withdraws from the Program, any refund will be governed by the guidelines in the Brochure.

e. Refunds for students who receive financial aid are not covered by the Brochure’s guidelines, and will be governed by the applicable Federal, State or University regulations.

f. All payments to SPU hereunder shall be by check or electronic transfer, payable to “Servicios de Programas Universitarios S. L.” delivered to C/ Bélgica, 18 –Bajo 46021 Valencia (Spain).

Article 7: Non-discrimination

Both parties agree to take affirmative action to ensure that student applicants are treated without regard to their race, color, religion, sex, age, national origin, marital or parental status, or sexual orientation

Article 8: Student Affairs

a. All students in the Program shall be required to comply with all policies
and procedures of the Program as established by the UVA Hispanic Studies Office as the coordinating unit for UVA and SPU, including without limitation disciplinary policies and housing contracts, and shall be subject to the provisions relating to violations of such policies and procedures.

b. The Resident Director or a designated employee of SPU shall promptly notify the UVA Director or his/her assistant of any disciplinary or other problems (including any emergency situations) and SPU shall cooperate with the UVA Director in administering such matters in accordance with the student affairs policies and the Study Abroad Crisis Management Plan of UVA. All communication with SPU by the UVA Hispanic Studies Office concerning student affairs should be directed in the first instance to the SPU Associate Director of Study Abroad Student Services in Valencia (Spain).

c. Based upon detailed guidelines and criteria approved by UVA, SPU shall have the right to terminate the participation of any student in the Program, at any time if such student's academic work or behavior is not suitable in the judgment of SPU per UVA approved guidelines. Whenever practicable, termination of a student's participation in the Program will not be effected without prior consultation by SPU with UVA.

d. The UVA Hispanic Studies Office will arrange an orientation program to be conducted for all students attending the Program prior to departure. The UVA Hispanic Studies Office will arrange for each participant to sign the UVA / ISO approved Assumption of Risk form and the Study Abroad forms required by the International Studies Office at UVA. The parties acknowledge that signing of such release forms is a condition to participation in the Program.

Article 9: Health Insurance; Other Insurance

All Students must have health and travel assistance insurance coverage during the period of enrollment in the Program. Students shall be required to fill out a form detailing insurance coverage and signing stating it is correct information and they will keep the insurance current throughout the duration of study in Valencia. The policy must cover (i) major medical and basic accident and illness risks, (ii) the student while in Spain and while in other countries which the student may visit during the Semester, and (iii) travel assistance coverage which includes medical evacuation and emergency repatriation. The policy should provide a list of recommended providers of service in Valencia (Spain). The travel assistance coverage can be purchased through the University of Virginia’s Department of Student Health.

Article 10: Duration of Agreement; Offices Responsible for Agreement;
Miscellaneous

a) This Agreement shall continue for six consecutive academic years, to be made up of a fall and spring semester, and a summer session, ending on July 31st, 2009. Either party may terminate the Agreement during the initial term, or any renewal term, by providing six months written notice to the other party. Following the initial six year term, the parties may renew or further extend this Agreement for additional six year terms by written addendum executed by both parties. Upon the occurrence and continuation of any failure by either party to perform any of its obligations hereunder, the other party may give written notice to the breaching party specifying such failure and the breaching party shall have 10 days in which to cure such failure. In the event that such failure cannot be cured with such period, the non-breaching party may elect to terminate this Agreement effective 10 days following delivery by the nonbreaching party to the breaching party of written notice of termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall occur at the end of the Semester then in effect, if any, and the parties shall use all reasonable efforts to ensure continuity in the educational experience of students in the Program.

b.) The parties will be acting as independent contractors in the performance of this work, and each agrees to be responsible, where found liable and to the extent covered by insurance or specified by statute, for the payment of those claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees or agents in connection with the performance of this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia.

ea. The agreement will be binding upon the respective parties. The offices responsible for the administration of this agreement are:

At University of Virginia: At Servicios de Programas Univeritarios S. L:
Office of Vice Provost for Office of the Director
International Affairs.- C/. Béllica, 18 - Bajo
University of Virginia 46021 Valencia (Spain)
P.O. Box 400787
Charlottesville, VA 22904-4787

All notices shall be sent to these addresses unless notice is received by either party of a change in address.

(c) Nothing contained in this Agreement shall be deemed to create any agency, partnership or joint venture between the parties. Neither party shall have any right or authority to contract or otherwise create any
obligation or responsibility, express or implied, in the name of or on behalf of the other except as explicitly provided herein.

(d) Neither party shall use the name, trade name, trademark, or any other designation of the other party, any school, college, division, department, or other unit of such party, or any employee of such party, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the prior written consent of such party.

(e) This Agreement reflects the entire understanding between the parties. This Agreement may not be amended, except through a written instrument signed by both parties. Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either party without the prior written consent of the other party. Any purported assignment without such prior consent shall be null and void. No waiver of any term or condition of this Agreement shall be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. This Agreement is not for the benefit of any third party.

IN WITNESS WHEREOF, both institutions have executed this Agreement as of the date first above written:

For Servicios de Programas Univeristarios S.L. For University of Virginia

Enrique Celmá Marin William B. Quandt
Director Vice Provost for International Affairs

Date: __________________________ Date: February 26, 2003

Stephen A. Kimata
Assistant Vice President for Finance & University Comptroller

3/6/03
Date: March 5, 2003

Fernando Operé, Director
Hispanic Studies Program Office

Date: ______________________