COLLABORATION AGREEMENT BETWEEN THE ETXEPARE BASQUE INSTITUTE and REGENTS of THE UNIVERSITY OF CALIFORNIA, on behalf of the LOS ANGELES CAMPUS

SCHEDULE #2016.05.05

This schedule (the "Schedule") is agreed to by Institute and UCLA regarding the program described below. Incorporated as though set forth in full are the Standard Terms and Conditions dated May 24, 2016 and the Attachments. The Schedule, the Standard Terms and Conditions and the Attachments, together constitute the affiliation agreement (the "Agreement") between the Parties. All capitalized terms are defined in the Standard Terms and Conditions or in the Schedule. In the event of any conflict between the Schedule and the Standard Terms and Conditions, the terms of the Schedule shall prevail.

The Institutions agree as follows:

PARTIES

M. Aitzpea Goenaga Mendiola, Director of the Etxepare Basque Institute, acting on behalf and representing the Etxepare Basque Institute (thereinafter, the Institute), in accordance with the powers assigned to her by Decree 151/2010, dated 1st June (BOPV no 105, dated 4th June 2010) and in accordance with the terms of article 18 of Decree 88/2008, dated 13 May, in which approval is granted for the rules governing the organisation and running of the Basque Institute (BOPV no 177, dated 20th June 2008).

REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Los Angeles Campus (thereinafter UCLA)

DECLARE THAT

In accordance with Law 3/2007, of 20th April, on the Creation and Regulation of the Instituto Vasco Etxepare Euskal Institutua / Basque Institute, and Decree 88/2008, of 13th May, by which Regulation of the organization and functioning of the Instituto Vasco Etxepare Euskal Institutua / Basque Institute was approved, the Etxepare Basque Institute is responsible for the promotion and diffusion, outside the Basque Autonomous Community, of Basque language and Basque culture.

The Department of Spanish and Portuguese at the University of California, Los Angeles strongly encourages students to learn languages which support and enhance their academic passions and interests, enable them to embark upon research endeavours in those languages, and help them become global citizens. The University curriculum encourages students to transcend linguistic barriers and to bridge cultures by becoming familiar with world languages and cultures. The Basque Studies Program (the “Program”) is intended to further this institutional goal.
The Program, as part of the University's curriculum, will be carefully planned to take into consideration the linguistic needs of the students outside the linguistic domain of Basque. The program will promote and enhance linguistic knowledge of Basque and cultural understanding of the Basque people. It will contribute to the students' education in language and culture.

Both parties, within the framework of the institutional relationships that they wish to develop, and with the aim of establishing a pedagogical and research partnership in relation to Basque language, literature and culture, wish to join forces to promote Basque studies at UCLA.

Accordingly, by accepting the norms of responsibility and procedure assigned to them, both parties assume the necessary legal status to sign the present document, which will be governed by the following clauses.

**CLAUSES**

**1. PURPOSE OF THE AGREEMENT**

It is the purpose of this agreement to establish collaboration between the Etxepare Basque Institute and the Department of Spanish and Portuguese at UCLA in order to continue promoting knowledge of the Basque language and culture beyond its own territory.

**2. RESPONSIBILITIES OF UCLA**

A. UCLA shall be responsible for all academic aspects of the Program. While the curriculum and program requirements may change from time to time at the discretion of the University, the initial Program is to teach Elementary Basque 1, 2 and 3. In addition, the instructor will be assigned to teach Spanish courses by the Department Chair based on departmental needs and the candidate qualifications.

B. The department’s Lower-Division Language Coordinator will be in charge of monitoring the Spanish Language instructors. Together they will accomplish the following: Goal setting and curriculum decision making, discussing feedback during the discussion after classroom observations take place; establishing the opportunity for the teacher to observe a colleague’s teaching, create a teaching portfolio.

C. UCLA will invite the teacher to participate in all available on-site professional development activities, workshops seminars and colloquia that provide the structure for updates in the field and for introducing educational knowledge to be translated into practice.

D. UCLA will be responsible to select, in their absolute discretion, from the pool of potential participants identified by Institute, unless the University has its own candidate.

E. Based on the 3-year funding agreement with the Institute, the instructor will have a 3-year maximum appointment. The teaching assignment will consist of 3 Basque courses (one course per quarter) and 5 Spanish courses per year, which is a course load of 100% per year. The initial appointment is for one year and subject to renewal for 1 to 2 more years contingent upon excellence in teaching (as stated in 2J).
F. For the Spanish courses, UCLA will directly provide salary and health insurance 
(based on eligibility). UCLA will provide a salary commensurate with experience in 
teaching Spanish language, and according to the established instructor scale.

G. Maintain and promote the Basque Studies Program.

H. Advertise Basque language and culture courses on the Department’s website and 
acknowledge support from the Institute, including the Institute’s logo on the website.

I. UCLA shall send an Evaluation Report on the courses that were or are in the process of 
being provided (Basque for Fall, Winter, Spring quarters of the academic year), 
including the enrolment, syllabi, seminars or workshops organized by the teacher).

J. UCLA will review and determine teaching excellence for possible reappointment for 
the subsequent academic year. If the teacher is not deemed excellent in teaching or the 
3 year maximum duration of the contract has been reached, both institutions must 
communicate prior to May 31st to appoint a new teacher. Regardless of the above, 
UCLA and the Institute will work together at all the times to guarantee the continuity 
of classes assigned to the next teacher for Basque language and culture courses.

K. Unless otherwise agreed by the Parties, in writing, the Program shall take place at the 
Facilities at UCLA.

L. Employees and Students to comply with all Laws and Host Institution’s policies and 
rules. Including, effective April 22, 1013, UCLA is a tobacco-free environment. For more 
information, please visit the policy 
at: https://cele.ucla.edu/course/view/UCLA_tobacco_free_task_force?sectionid=8710
In accordance to policy, the instructor is required to complete mandatory Sexual 
Violence/Sexual Harassment Prevention Training on an annual basis.

M. Except as mutually agreed upon, in writing, UCLA shall not be responsible for 
providing any services to the Institute.

3. RESPONSIBILITIES of THE ETXEPARE BASQUE INSTITUTE

A. The Institute will be responsible for identifying a pool of potential teachers to send to 
UCLA. In the event that the candidates proposed by the Etxepare Basque Institute are 
not acceptable to the UCLA, the Etxepare Basque Institute will continue to propose 
candidates until the University determines that a candidate meets the University’s 
requirements. The Institute will submit only candidates who have a licenciatura, or 
primary degree, preferably in Basque Philology, or in Translation Studies in Basque. If 
the Teacher does not have those licenciatura, s/he or she will have the ‘Certificado de 
aptitud de conocimiento del euskera’ (EGA) or an equivalent. The Basque language 
Instructor does not have any contractual relationship with the Institute; UCLA will 
provide a temporary Lecturer contract at zero percent for the Basque Language 
Instruction in UCLA’s Spanish and Portuguese Department.

B. The Institute will provide courses for learning to teach Basque language as a foreign 
language and will assure that the pool of candidates have all taken such courses.
C. Upon request from UCLA, Institute will provide didactic advice and the necessary didactic, linguistic and cultural resources to develop the Program.

D. The Institute will work with the potential teacher to provide to the Institute all the documents required for monitoring the agreement (reports at the beginning and the end of the academic year).

E. The Institute will directly compensate the instructor to cover a teaching load of three (3) courses in Basque or about Basque culture annually for a three (3) year period:

- The Institute will do one sole payment of 5.597€ in 2017, after the start of classes in Fall 2017.

- Payments corresponding to the 2018 financial year will be made in three instalments, each one of 5.597€, once the previous one has been justified; completing the total annual amount agreed, the maximum amount that the Institute will provide will be 16.971€.

- Payments corresponding to the 2019 financial year will be made in three instalments, each one of 5.597€, once the previous one has been justified; completing the total annual amount agreed, the maximum amount that the Institute will provide will be 16.971€.

- Payments corresponding to the 2020 financial year will be made in two instalments, each one of 5.597€, once the previous one has been justified; completing the total annual amount agreed, the maximum amount that the Institute will provide will be 11.374€.”

F. Additionally, the University will provide Spanish courses to increase the instructor appointment to a full load, as it relates to the department of Spanish and Portuguese teaching workload for this instructor.

G. Etxepare Basque Institute will work with the University in a timely manner to provide additional candidates for the instructor position, when a new instructor needs to be selected due to contract end or employment end for non-excellence in teaching.

H. The Institute agrees to waive teaching excellence review.

4. GOVERNING COMMITTEE FOR THE AGREEMENT

A. The undersigned parties agree to the establishment of a Governing Committee in order to evaluate and monitor the actions resulting from this Agreement.

B. The Governing Committee will be made up of the following members:

i. The Director of Etxepare Basque Institute, or a person appointed by them, who will act as the President of the board and will have the casting vote.
ii. The Director for the Promotion and Diffusion of the Basque Language, of the Etxepare Basque Institute, or a delegated person.

iii. The Chair of the UCLA Department of Spanish and Portuguese or a delegated representative.

iv. The UCLA Department of Spanish and Portuguese’s Lower Division Language Coordinator, or a delegated representative.

5. VALIDITY OF THE AGREEMENT

The present agreement will come into force once it is signed and will remain in force until the end of the academic year 2019-2020, more specifically until 30 June 2020.

The present agreement will expire at the end of the set period, as a consequence of rejection by either of the parties or as a result of the Basque Institute’s budgetary inability to meet the financial obligations assumed upon the signing of this agreement. In the last two cases, the expiration of the agreement must be formally communicated to the other party at least 90 days in advance.

6. LANGUAGES OF THE AGREEMENT

This agreement is written in Basque and in English, and both of them have the same validity.

7. CLAIMS, DISPUTES AND ARBITRATION

Any issues arising from the understanding of the Agreement will, in the first instance, be brought to the Committee in an effort to resolve the matter.

The parties agree to settle amicably any dispute arising from or in connection with this agreement. In the event that the disagreement cannot be resolved, the parties agree to submit the issue(s) to senior executives by their institution to resolve this by mutual consent.

And in witness of their agreement with the foregoing, the parties sign this agreement in four copies (two in Basque and two in English) for a single purpose, at the date mentioned above.

A. PRIMARY CONTACTS

i. UCLA shall appoint a Primary Contact who will provide coordination, oversight and direction for the Instructor. The Primary Contact shall have the appropriate training and experience to discharge this responsibility. The Institute shall also assign a Primary Contact with the appropriate training and experience to interact with instructor and UCLA’s Primary Contact, providing guidance, as needed.

ii. The Primary Contacts are:

For UCLA: Manager, Department of Spanish and Portuguese who can be reached at 310-825-4366.
For INSTITUTE: The Director for the Promotion and Diffusion of the Basque Language who can be reached at: (34) 943 023 400.

B. NOTICES

Notices shall be in writing and may be delivered personally to a designated representative of the Institution or sent by expedited mail using a nationally recognized overnight delivery service (such as UPS or Federal Express), and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Institute:

Etxepare Basque Institute
Tabakalera Erakina, Andre Zigarrogileen Plaza 1-3
20012 Donostia/San Sebastian
Attn: The Director for the Promotion and Diffusion of the Basque Language.

If to UCLA:

Lauren Na
Assistant Dean, Academic and Staff Personnel
UCLA College – Office of the Deans
2300 Murphy Hall
LNa@college.ucla.edu
310.206.0510

With a copy to:

UCLA Office of Legal Affairs
3148 Murphy Hall, Box 951405
Los Angeles, CA 90095-1405

C. SPECIAL PROVISIONS There are no special provisions for this Schedule.

The Institutions, by their duly authorized representatives, have executed and delivered the Agreement as of Effective Date.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]

Name: Kathryn Atchison
Title: Vice Provost
Date: Oct 24, 2016

ETXEPARE BASQUE INSTITUTE

By: [Signature]

Name: M. Artspea Goenaga Mendiola
Title: Director of the Etxepare Basque Institute

Date: 01/10/18

Witnessed by:

By: [Signature]

Name: David Schaberg
Title: Dean of Humanities of the University of California, Los Angeles

Date: Oct 24, 2016
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of the Division of Humanities at its LOS ANGELES CAMPUS ("UCLA") And Basque Institute ("Institute")

DATED: May 24, 2016

STANDARD TERMS AND CONDITIONS

These standard terms and conditions (the "Standard Terms and Conditions") are hereby incorporated by reference into one (1) or more Schedules between UCLA and Institute as though set forth in full. An Agreement shall consist of (i) the Standard Terms and Conditions, (ii) any Attachments and (iii) a Schedule. All capitalized terms are defined in the Standard Terms and Conditions or in the applicable Schedule. UCLA and Institute agree as follows:

1. DEFINED TERMS
   1.1. "Agreement" means (i) the Standard Terms and Conditions, (ii) any Attachment(s) and (iii) a Schedule.
   1.2. "Attachment(s)" means any document(s) containing supplemental information or provisions relating to the Agreement, which are attached to the Standard Terms and Conditions and incorporated into the Agreement by reference.
   1.3. "Effective Date" means the date, specified in a Schedule, on which the Term of the Agreement commences.
   1.4. "End Date" means the date, specified in a Schedule, on which the Term of the Agreement ends.
   1.5. "Facility(ies)" means those facilities, venues, premises and other locations, which are owned, leased, controlled, operated and/or staffed by the Host Institution.
   1.6. "Faculty" means faculty members of either Institution, as determined by context.
   1.7. "Institution(s)" means UCLA and/or Institute, as indicated by the context. The "Host Institution" is the Institution that is hosting the Employee and Students from the other Institution, referred to herein as the "Home Institution".
   1.8. "Law(s)" means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations pertaining to an Agreement and/or to either Institution’s activities under the Agreement, including without limitation, those applicable to safety, data privacy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any foreign equivalent).
   1.9. "Location(s)" means the locations, other than Facilities, where the Program will take place.
   1.10. "Personal Data" means an Employee or Student’s personally identifiable information.
   1.11. "Primary Contact(s)" means the Faculty or Staff appointed by either Institution to support the Program and provide guidance to Employees and Students, as provided herein.
   1.12. "Program" means the educational program described in the Schedule.
   1.13. "Program Start Date" means the date specified in a Schedule when Employees and Students shall begin using the Facilities and/or Locations.

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1.14. "Schedule" means the document signed by the Institutions containing the details concerning the Program that make reference to the Standard Terms and Conditions.
1.15. "Staff" means the non-Faculty employee of either Institution, as determined by context.
1.16. "Student(s)" means the Home Institution’s regularly enrolled students in good academic standing who participate in the Program.
1.17. "Term" means the period commencing on the Effective Date of a Schedule, and ending upon the End Date of such Schedule, or upon the earlier termination of the Agreement, including such Schedule.

2. **HEALTH INSURANCE AND IMMUNIZATIONS**

2.1. **Health Insurance:** Each Institution may set its own requirements concerning health insurance for Employees and Students visiting its campus. Employees and Students may be required to provide proof of full health coverage that meets the insurance requirements of the Host Institution as a condition of obtaining a visa and/or participating in the Program. If applicable, information concerning health insurance and associated costs at the Host Institution will be provided to the Home Institution before applications are approved.

2.1.1. The Home Institution shall require its Employees and Students to maintain comprehensive health insurance coverage for the duration of his/her time at the Host Institution.

2.1.2. UCLA may require visiting Employees and Students to purchase a health insurance policy through UCLA and show proof of insurance while the Employee and Student is visiting UCLA.

2.1.3. UCLA Students visiting Host Institution will be registered at UCLA and covered by the University of California Traveler Insurance policy, which provides coverage for repatriation of UCLA Students to the United States.

2.2. **Immunizations:** the Home Institution shall ensure that each of its Students has received all required immunizations prior to visiting the Host Institution.

3. **VISAS AND OTHER REQUIREMENTS FOR VISITING STUDENTS**

3.1. **Student Visas:** If the Students are visiting the Host Institution from another country, the Host Institution will provide the Home Institution with a list of the documentation required to obtain a visa.

3.2. **Language Proficiency:** If UCLA is the Host Institution for Visiting Students, UCLA will inform the Institute of the minimum English language competence (i.e., TOEFL and/or IELTS scores, and/or other evidence of English language competence required for international students), as determined by UCLA in its sole discretion. Similarly, if Institute is the Host Institution, Institute shall notify UCLA of any minimum language requirements that it may have for Students.

3.3. **Other Documentation:** Other documentation may be required by Host Institution, in its absolute discretion. Home Institution agrees to cause its Students to provide such documentation to the Host Institution in a timely fashion, as a condition of participating in the Program.

4. **TERM AND TERMINATION**

4.1. **Term:** The Term of the Program shall be as specified in the Schedule.

4.2. **Termination without Cause:** Either Institution may terminate this Agreement without cause, by giving the other Institution written notice no less than sixty (60) days prior to the Program Start Date.
4.2.1. In the event of a termination for convenience by the Host Institution, the Home Institution shall be entitled to a prompt refund of fees paid to the Host Institution.

4.2.2. Should the Home Institution terminate for convenience, the Home Institution shall pay the Host Institution's reasonable cancellation charges which may include, without limitation, all actual costs and expenses incurred as of the date of termination, and charges to cover commitments made by the Host Institution as of the date of termination, in addition to any non-refundable deposits.

4.2.3. Should the Home Institution terminate the Agreement, for convenience, within fifteen (15) calendar days of the Program Start Date, such Home Institution shall be responsible for all of the fees and costs it agreed to pay under the Agreement, based on the actual number of registered Students, or minimum number of Students agreed upon by the Institutions, whichever is greater.

4.3. **Termination Due to Material Breach:** This Agreement may be terminated by either Institution with cause upon the breach of a material term of this Agreement by the other Institution, by giving the other Institution ten (10) days' prior written notice of such breach, subject to the defaulting Institution's right to cure the breach. In the event that the defaulting Institution fails to cure the material breach within ten (10) days of receipt of such written notice of termination, the non-defaulting Institution may terminate this Agreement, effective as of the expiration of said ten (10) day notice period. If the breach is cured within such ten (10) day period, or if the breach is one which cannot reasonably be corrected within ten (10) days, and the non-defaulting Institution reasonably determines that the defaulting Institution is making substantial and diligent progress toward correction during such ten (10) day period, this Agreement shall remain in full force and effect.

4.4. **Immediate Termination:** Either Institution may terminate this Agreement immediately upon notice to the other Institution upon any of the following events: (1) the other Institution's loss of licensure and/or certification as required hereunder; (2) the other Institution's loss of insurance coverage as required hereunder, (3) an unauthorized transfer or assignment of the Agreement or (4) the other Institution's insolvency or bankruptcy filing (or similar action).

4.5. **Student Termination and Withdrawal:** The Host Institution may terminate any Student's participation if such Student has (or has expressed an intention to) violate any applicable Law, Host Institution's policies, procedures, ethical requirements or disciplinary codes, or is otherwise not making acceptable progress or meeting the requirements of the Program. If practicable, the Institutions shall discuss in good faith the potential dismissal of the Student prior to such dismissal, however, the Host Institution's decision to terminate a Student shall be subject to such Institution's sole discretion.

4.6. **Students' Interests:** If the Program is terminated, the Institutions agree to act in a manner that takes into consideration the interests of Students.

5. **REPRESENTATIONS, INSURANCE AND INDEMNITY**

5.1. **Representations:** Each Institution covenants to conduct all of its activities relating to the Agreement, and represents and warrants that all such activities shall be conducted, in accordance with any and all Laws.

5.2. **Employee and Student Compliance:** The Home Institution shall direct its Employees and Students to comply with all Laws and Host Institution's policies and rules. Including, effective April 22, 2013, UCLA is a tobacco-free environment. For more information, please visit the policy at: https://cele.ucla.edu/course/view/UCLA_tobacco_free_task_force?sectionid=8710

In accordance to policy, the instructor is required to complete mandatory Sexual Violence/Sexual Harassment Prevention Training on an annual basis.
5.2. **Insurance:** The Etxepare Basque Institute certifies, that as a governmental entity of the Basque Government, it is self-insured for the liability assumed in this agreement.

5.3. **Indemnification by Institute:** Institute shall defend, indemnify and hold UCLA, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institute, its officers, agents or employees.

5.4. **Indemnification by UCLA:** UCLA shall defend, indemnify and hold Institute its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, agents or employees.

5.5. **Cooperation:** The Institutions agree to make good faith efforts to resolve disputes that may arise between them. In the event of litigation or other claims brought by third parties against either Institution (or its respective officers, agents and employees), each Institution shall use its reasonable efforts to assist the other in the defense of such litigation or claims, including promptly assisting the other in any investigation.

6. **INTELLECTUAL PROPERTY AND USE OF NAME**

Any mark, logo or copyrighted work (including, but not limited to, course materials) or other intellectual property owned by an Institution shall remain the property of such Institution and shall not be duplicated, reproduced, disseminated or used without the prior written permission of such Institution. Institute agrees that any use of the "University of California" or similar references to the University of California Los Angeles, its employees, programs and/or Facilities, shall be subject to the prior written consent of The Regents of the University of California in accordance with the provisions of applicable Law, including but not limited to California Education Code Section 92000 and University of California policy.

7. **DATA SECURITY AND PRIVACY**

7.1. Should any Institution collect Personal Data and transfer such Personal Data to the other Institution, the transferring Institution shall ensure that such Personal Data will be:

7.1.1. provided to the other Institution if and only if the Student has voluntarily consented to the transfer, in writing (Students visiting UCLA shall complete and sign the form attached hereto as Attachment A before any Personal Data is provided to UCLA); and

7.1.2. shared with the other Institution for the purposes of the Program only.

7.2. Neither Institution shall process or use Personal Data for any purposes except those outlined in this Agreement, unless expressly permitted by the Student, in writing.

7.3. Each Institution shall:

7.3.1. handle Personal Data appropriately and in compliance with all Laws
such Institution's policies concerning privacy (e.g., University of California policies found at https://privacy.ucla.edu/policies/ and http://www.registrar.ucla.edu/catalog/uclacatalog14-15-826h.htm, School’s comparable policies) and processes (e.g., the University of California records retention schedule found at http://recordsretention.ucop.edu and School’s comparable processes);

7.3.2. take appropriate technical and organizational security measures against unauthorized or unlawful disclosure or loss of Personal Data; and

7.3.3. promptly respond to any inquiries regarding Personal Data, and assist the other Institution in responding to inquiries concerning Personal Data.

8. MISCELLANEOUS

8.1. This Agreement shall be governed by, and its terms construed under, the Laws of the State of California, without regard to its conflict of laws provisions. Each Institution hereby consents to the jurisdiction of courts in the State of California.

8.2. Neither Institution shall be deemed to be in default of or to have breached this Agreement due to any delay or failure in performance resulting from any “Force Majeure” event, such as acts of God, acts of civil or military authorities, civil disturbances, wars, labor disputes, fires, transportation contingencies, judicial or governmental order or similar occurrences beyond such Institution’s reasonable control. The Institution claiming excusable delay shall promptly notify the other Institution, in writing. If the delay lasts more than thirty (30) days, the Institution not claiming excusable delay shall have the option of terminating this Agreement upon written notice to the other Institution.

8.3. This Agreement may not be transferred or assigned by any Institution to another entity without the prior written consent of the other Institution.

8.4. The waiver of any performance required hereunder or of any breach of a provision hereunder shall not operate as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.

8.5. The performance of their respective duties and obligations of both Institutions under this Agreement shall be that of independent contractors and nothing herein shall create or imply an agency relationship between them, nor be deemed to constitute a joint venture or partnership between them.

8.6. Nothing contained in this Agreement is intended to or shall make any third party (including any Student) a beneficiary of any rights or obligations of either Institution under this Agreement.

8.7. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement will remain in full force and effect.

8.8. In the event that a translation of this Agreement is prepared and signed by the parties, this English language version shall be the official version and shall govern in the event of a conflict with the translation.

8.9. This Agreement with its Standard Terms and Conditions, Attachment(s) and Schedule(s) constitutes the entire agreement between UCLA and Institute regarding its subject matter and may not be amended or changed except by a writing signed by authorized representatives of both Institutions. This Agreement supersedes any previous written or oral communication between the Institutions.

8.10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until each Institution named below has executed a counterpart of this
Agreement.

The provisions of Sections 4, 5, 6 and 7 shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Institutions hereto have executed and delivered, by their duly authorized representatives, the Standard Terms and Conditions as of the Effective Date:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]  
Name: Kathryn Atchison  
Title: Vice Provost  
Date: Oct. 24, 2016

ETXEPARE BASQUE INSTITUTE

By: [Signature]  
Name: M. Aitzpea Goenaga Mendiola  
Title: Director of the Etxepare Basque Institute  
Date: 2016/10/18

Witnessed by:

By: [Signature]  
Name: David Schaberg  
Title: Dean of Humanities of the University of California, Los Angeles  
Date: ________________________________