

GENERAL AGREEMENT BETWEEN THE UNIVERSITY OF DELAWARE AND THE UNIVERSITY OF PUERTO RICO-MAYAGÜEZ

THIS GENERAL AGREEMENT is made and entered into by and between the University of Delaware, Newark, Delaware, U.S.A., hereby represented by its President, David P. Roselle (hereinafter referred to as UD) and The University of Puerto Rico-Mayagüez, hereby represented by its Chancellor, Jorge I. Vélez-Arocho, (hereinafter referred to as UPRM).

The officials of both institutions have the legal capacity to make and enter into this general agreement under the following terms and conditions:

ARTICLE 1: PURPOSE

The purpose of this General Agreement, and the Supplementary Agreements envisioned herein, is to establish linkages and create the foundation for mutual cooperation and collaboration among the academic disciplines that UD and UPRM (hereinafter referred to as "the partner institutions") have in common.

ARTICLE 2: SCOPE

The scope of this Agreement will include the areas of teaching, research, faculty and student exchanges, and any other related areas that are mutually determined to be appropriate by the partner institutions in the future. Under the framework of this General Agreement, any and all departments and units of the partner institutions have the ability, in coordination with the respective points of contact identified in Article 4 of this document, to develop and engage in joint activities. The content and special conditions of such activities shall be specified by the collaborating departments in a Supplementary Agreement to this General Agreement that will govern their relationship. This General Agreement does not require either UD or UPRM to assume additional financial obligations unless such obligations are mutually and clearly agreed upon between participating departments in Supplementary Agreements.

2.1 Student Exchanges

- Programs of graduate and/or undergraduate student exchanges entered into by collaborating departments must employ tuition revenue neutrality as their operating assumption. The length of stay is in principle one year, but it may be altered by the mutual consent of the collaborating departments. Students register at their university of origin and pay all regular fees and tuition costs. Students participating reciprocally in the exchange do not pay tuition or fees

to the host university, but they receive all of the rights accorded to students regularly enrolled at the host university. All participating students must meet admission requirements at the host university. Details of individual exchange programs between collaborating departments must be clarified in their Supplementary Agreement.

- The partner department at the host university may assist at its discretion, but the students are ultimately responsible for arranging their transportation, housing, and other living expenses for their stay.
- Students are required, prior to their departure, to satisfy all national and university-level conditions for entering and staying in the host country and to ensure that they have adequate health insurance and other social service coverage.
- In the governing Supplementary Agreements, the collaborating departments at UD and UPRM must each designate a faculty member to be in charge of assisting the students with registering for courses, planning their program of study, and for the timely transmittal of grades to the student's university of origin. The student's university of origin is responsible for the validation of these grades and the awarding of any degrees.
- Students wishing to receive a degree from the host university must comply with the same admission and curriculum requirements demanded of students regularly enrolled at the host university.

2.2 Faculty Exchanges and Research

- UD and UPRM will encourage interaction and exchanges among faculty and other researchers.
- Travel expenses of invited faculty are not the responsibility of the host university, although collaborating departments may assist with them at their discretion. Any such assistance is subject to the terms and conditions of the governing Supplementary Agreement, and should be clearly articulated therein.
- Living expenses of invited faculty and researchers while at the host university are subject to the terms and conditions of the relevant Supplementary Agreement signed by the collaborating departments.
- The two universities will endeavor to organize other cooperative efforts in areas of common research, teaching, and service.

ARTICLE 3: SUPPLEMENTARY AGREEMENTS

- Individual departments or units of UD and UPRM that wish to engage in collaborative activities on a regular basis must negotiate a Supplementary Agreement to this General Agreement. To be valid, every Supplementary Agreement must be signed and approved by the relevant department or unit, college, and the point of contact at the partner institution named in Article 4 of this document. The terms of a Supplementary Agreement, may not, directly or by default, contradict the terms of this General Agreement between UD and UPRM.
- Every Supplementary Agreement negotiated between participating departments or units at UD and UPRM must clearly and fully identify the following elements: the scope, schedule, and objectives of the activity in detail.
- The responsible parties within the particular departments or units that are concluding the Supplementary Agreement. The individuals named will be directly responsible for the implementation and oversight of the proposed activity in the Supplementary Agreement. Changes to the personnel involved may be made at the discretion of the department or unit head, in coordination with the institutional points of contact at UD and UPRM named in Article 4 of this document.
- The commitment of resources, if applicable, and the attendant financial obligations of the respective departments at the partner institutions. This General Agreement does not obligate either party to support any new financial commitment unless expressly agreed upon in this manner by the collaborating departments.

ARTICLE 4: COORDINATION

In order to oversee this General Agreement and coordinate with the associated departments and Supplementary Agreements, both parties agree that the institutional points of contact shall be the following:

For UD: Lesa G. Griffiths, Ph.D.
Senior Faculty Fellow
Office of the Provost
110 Hullahen Hall
Newark, DE 19716 USA

For UPRM: Lcdo. José A. Fronteras
Ayudante Especial del
Rector, Recinto
Universitario de Mayagüez
P.O. Box 9000, Mayagüez,
Puerto Rico, 00681-9000

All official notices between the two parties regarding the terms and conditions of

this General Agreement shall be in writing and be sent via express courier or as registered or certified mail between and to the respective principal points of contact identified in Article 4 of this document.

ARTICLE 5: VALIDITY AND TERMINATION

This General Agreement will come into effect on the 1st day of February 2007 and shall be considered to be in force and valid for a period of thirty-six (36) months. It shall be renewed automatically for subsequent thirty-six (36) month terms unless either party is formally notified by the other through written notice of a desire to terminate or alter the Agreement. Such notice must be received no less than one hundred and twenty (120) days prior to the termination date. Either party may terminate this Agreement. Such a request for termination shall not prevent the continuation of activities already underway.

ARTICLE 6: SETTLEMENT OF DISPUTES

UD and UPRM agree that any controversy, dispute, or claims between them arising out of this Agreement shall be resolved in an expeditious manner and with good faith subject to a written, mutual agreement regarding the terms and conditions of such a resolution.

ARTICLE 7: ENTIRE AGREEMENT

This General Agreement, and the Supplementary Agreements that are envisioned herein, shall contain the entire agreement of the parties hereto. They may not be changed orally, but only by agreement in writing signed by both parties. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said subject matter.

IN WITNESS WHEREOF, the parties through duly authorized officials do execute this General Agreement.

UNIVERSITY OF DELAWARE

By: David P. Roselle
David P. Roselle, President

Date: 01/19/07

UNIVERSITY OF PUERTO RICO-MAYAGÜEZ

By: Jorge Iván Vélez-Arocho
Jorge Iván Vélez-Arocho, Chancellor

Date: 26 Enero 2007