

AGREEMENT
BETWEEN THE
UNIVERSITY OF MIAMI
AND THE
UNIVERSITY OF PUERTO RICO

WHEREAS, the University of Puerto Rico (hereinafter referred to as UPR) and the University of Miami at Coral Gables, Florida, (hereinafter referred to as ULM) are mutually interested in collaboration in instruction, research, and related activities, and

WHEREAS, the two institutions have cooperated on an informal basis to further these interests and now desire to record here their mutual agreement in this regard;

NOW, THEREFORE, the parties hereto do hereby record their agreement as follows:

ARTICLE I

This agreement is oriented towards the development of marine sciences by means of mutual cooperation between UPR and ULM. Participating units of these two institutions are the Department of Marine Sciences, Mayagüez Campus (DMS) and the Rosenstiel School of Marine and Atmospheric Science (RSMAS) respectively.

The marine sciences activities to be realized in DMS are related to basic sciences, applied sciences, and technology development and improvements, and through UPR will be presented to a Technical Advisory Committee of DMS for their approval and implementation.

ARTICLE II

The purpose of this agreement is to further the following objectives:

- To develop cooperative and collaborative activities in furtherance of the common interests of the two institutions;
- To develop research and research related activities as may be of mutual interest to both institutions;
- To participate in cooperative research and educational endeavors to meet human needs;
- To enlarge and strengthen the capacities and capabilities of each institution through the cooperative use of materials and facilities which are supportive of mutually agreed programs;
- To promote the exchange of students and faculty between the two institutions for research, education, and training;
- To facilitate the exchange of scholarly information and materials between the two institutions.

ARTICLE III

To implement the aims and purposes expressed in Articles I and II, it is mutually understood and agreed:

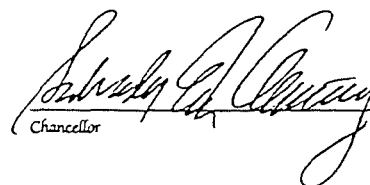
- Proposals for cooperative and collaborative work under this agreement will be submitted through liaison *ad hoc* committees designated by each of the institutions to assure conformity with the aims and purposes described and set forth in Articles I and II;
- Individual programs of work under this agreement will be jointly planned and conducted and research results and other benefits will be shared and mutually interchanged by the two institutions. Programs of work and budgets will be reviewed and approved annually by designated representatives of the institutions;
- In recognition of the mutual interests and benefits to be gained by UPR and ULM, costs of conducting research and other activities will be shared equally unless otherwise specifically understood and agreed to. Each institution is to bear indirect (overhead) costs unless otherwise agreed;
- Faculty members devoting their efforts to programs under this agreement are to be employed by either UPR or ULM; however, this agreement does not preclude appointments without salary, e.g., honorary or courtesy appointments, at the other institution as well. This provision does not preclude one institution reimbursing the other for salary, fringe benefits, and indirect costs of faculty members working on joint programs in accordance with mutual agreements;
- Title of equipment purchased with funds supporting programs conducted under this agreement will be held in accordance with provisions imposed by funding organizations and as agreed to by UPR and ULM.


ARTICLE IV

- In view of the informal cooperative work in progress, this agreement is effective upon its execution by the appropriate officer of each of the signatory institutions.
- This Agreement may be amended at any time by mutual consent and shall continue in force and effect indefinitely unless terminated by either party by giving written notice of intent to terminate. Insofar as possible such notice will be given one year in advance of the termination date.

Executed for the University of Puerto Rico, Mayagüez Campus

Executed for the University of Miami


Chancellor 9/29/83
Date


President 9/29/83
Date

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