Agreement for Educational Cooperation between the Colleges of Engineering at UPRM and UW-Madison

Version 8 - Jan. 30, 2006





# AGREEMENT for EDUCATIONAL COOPERATION between

## The College of Engineering of THE UNIVERSITY OF WISCONSIN-MADISON

and

### The College of Engineering of THE UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ

#### PURPOSE

The College of Engineering at the University of Wisconsin-Madison (UW-Madison) and the College of Engineering at the University of Puerto Rico at Mayagüez (UPRM) recognize the value of establishing a collaborative relationship. UW-Madison and UPRM hereby form a partnership to provide students a richer educational environment through an exchange program.

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UW-Madison and UPRM will work together to achieve the following goals:

- Expand scholarly ties and facilitate academic cooperation between the two Colleges.
- Prepare students to work and live in a global network and to experience the diversity of cultures and societies while advancing their education.
- Expose students to challenging educational and research environments.
- Enrich and expand campus curricula and promote intercultural understanding.

#### Section 1

#### Implementing agreement for exchange of students

To achieve these goals UW-Madison and UPRM will work to implement the following collaborative undertakings:

- 1.1 **Students:** The Partner Institutions hereby agree to an exchange of undergraduate and graduate students for a period of five academic years beginning with the following Fall semester after this agreement is signed.
- 1.2 **Student Status:** A participant must be a bona fide student of a Partner Institution at the time they apply and at the end of the semester before the exchange. Selection for or participation in the exchange does not confer the right to pursue a degree at the host institution.
- 1.3 Quotas: For each year, each partner may send to the host institution the equivalent of 3 full-time students up to a total of six "person/semesters" (1 person per semester=1 "person/semester"). It is understood that normally each participant will spend one academic year (2 semesters) at the Partner Institution, with a one semester stay possible with approval from the host institution.
- 1.4 Balance: When an imbalance exists at the end of an academic year, the Partner that has used more of its student/semester quota shall not send another participant, unless the Partners agree otherwise, until the exchange has been brought back into balance. No deficit may be carried beyond the initial 5-year agreement.
- 1.5 Selection of Participants: Prospective students will be recommended for the exchange by the home institution. Students must provide the Exchange Officer of the host institution with information on their educational background, interests, and workplan. No student may participate in the exchange until approved by the Exchange Office for the host institution. Prospective students' dossiers should be received by the host institution on or before March 15 each year.

The minimum requirements are: The students must be in good academic standing with a minimum GPA of 2.5 on a 4.0 scale at the time of application and at the conclusion of the term prior to the exchange. Students must meet any other qualifications determined by the home campuses, which may include a higher GPA for specific programs at the host institution, and prerequisites for specific courses.

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- 1.6 Tuition and fees: Each student will pay the tuition and other fees of the home institution at the home institution. They shall not be assessed additional tuition or fees by the host institution. (See 1.6 for fees for medical insurance.)
- 1.7 **Housing:** Exchange participants are responsible for locating and paying for their own housing. The Partner Institution will assist participants to obtain housing to the extent feasible.
- 1.8 Medical Costs: Each institution shall provide students it host with the same coverage of medical costs and rights to medical benefits as provided to its own students. Specifically, students hosted by UW-Madison shall be entitled to use the Student Health Clinic on the same terms as UW-Madison students. UPRM Puerto Rican students shall show proof of medical insurance while at UW-Madison. UPRM international students hosted by UW-Madison must purchase UW's mandatory health insurance plan for international students (SHIP).
- 1.9 **Travel costs:** Travel costs are not included as part of the exchange.
- 1.10 Exchange Office and Exchange Officer: Each Partner Institution will designate a specific office and an Exchange Officer to provide students proper access to information about this exchange program, including such things as: housing, tuition, health insurance, and meal programs.

#### **SECTION 2**

#### Further Cooperation

- 2.1 Additional Implementing Agreements: The Partner Institutions may explore further possibilities for additional exchanges, including the exchange of faculty and research materials, and to enter into such further Implementing Agreements as shall be necessary.
  - 2.2 Responsible Officials: The Partner Institutions agree to appoint officials who shall be responsible for further negotiations under the terms of Section 1 of this Agreement. The responsible official for the College of Engineering, UW-Madison shall be the Associate Dean, Academic Affairs, or the Dean's designee, and for UPRM the Associate Dean, Academic Affairs, or the Dean's designee.

#### **SECTION 3**

#### Binding Legal Issues

As part of this Agreement, both parties agree to comply with the following:

- 3.1 No employee and/or official of the University of Puerto Rico shall have direct or indirect pecuniary interest in the subscription of this agreement according to Act No. 12 of July 4, 1985, known as the Commonwealth of Puerto Rico Government Ethics Act. Likewise, the official who represents the campus in this Act shall not have any kind of pecuniary interest thereof.
- 3.2 UPRM agrees to keep reports, working assistance sheets, and other documents related with services object of this agreement, so that they can be audited or copied by the Office of Internal Auditors of the University of Puerto Rico, by an external audit firm hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in their auditing procedures of the University of Puerto Rico. The audits will be made in reasonable dates during the course of the services or after rendering the same according to generally known audit practices. Such documents will be kept for a period, no less than six (6) years or until an investigation by the Office of the Comptroller of Puerto Rico is made, whichever is first.
- 3.3 The parties agree to comply with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and related regulations of each. Each party assures that it will not discriminate against any individual, including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, or national origin.
- 3.4 The parties also agree to utilize affirmative action to ensure that applicants and students are treated fairly during their enrollment without regard to race, religion, creed, color, sex, disability, or national origin.
- 3.5 This Agreement shall in no way be interpreted as creating an agency or employment relationship between parties.

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#### **SECTION 4**

#### Effective Date, Duration, and Review

This agreement shall take effect upon signature by both parties and will be in effect for five academic years, terminating at the beginning of the Fall Semester in the 2011-2012 academic year. At least six months prior to the termination date, the Partner Institutions will conduct a full review of the Agreement and any further Implementing Agreements signed pursuant to Section I, and assess the feasibility and desirability of continuing the exchange.

This agreement may be terminated upon written notice from one party to the other specifying a breach of performance, unless such default is cured to the reasonable satisfaction of the non-breaching party within ten (10) days after receipt of notice or upon thirty (30) days written notice to the other party.

In witness hereof, the parties have, by their duly authorized representatives, set forth their signatures:

Jorge I. Vélez Arocho Chancellor  Ohn D. Wiley Chancellor	University of Puerto Rico-Mayagüez	University of Wisconsin-Madison
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Chancellor / Chancellor		
	Chancellor	Chancellor
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march 16, 200 G 02/23/06	March 16, 200 C	02/23/06
Date	Date	Date
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Dr. Ramón Vázguez Espinosa Paul S. Peercy	Dr. Ramón Vázguez Espinosa	
Dean, College of Engineering Dean, College of Engineering	Dean, College of Engineering	Dean, College of Engineering
3/14/06 01/31/06 Date	3/14/06 Date	01/31/06 Date