

**AGREEMENT of ACADEMIC COOPERATION  
BETWEEN  
KUTZTOWN UNIVERSITY OF PENNSYLVANIA  
AND  
UNIVERSITY of PUERTO RICO at MAYAGUEZ  
W I T N E S S E T H**

Considering that increased cross-cultural understanding is best attained through an intercultural academic and immersion experiences and realizing that institutions of higher education are fundamental in providing the opportunity for such experiences, the University of Puerto Rico at Mayaguez and Kutztown University of Pennsylvania, Kutztown, Pennsylvania, have agreed to cooperate and establish a clinical experience program. The following conditions apply:


**NOW THEREFORE**, each intending to be legally bound, relying on the respective representation of each party, for good and valuable consideration, both entities hereby agree to the following academic affiliation:

**I. General Provisions**

A. The program is designed as a study abroad clinical experience program available to Kutztown University students & faculty from all disciplines.

B. Regarding the legal bounds of the establishment of cooperative programs, both parties agree to abide by the regulations of their respective commonwealth and national laws.

C. The provisions set forth in this Agreement are intended to provide overall guidelines for this educational program and, with the exception of the requirements set forth regarding Medical/Health Insurance, all other provisions may be adjusted in writing to accommodate special situations or circumstances as long as these adjustments are in writing and meet the approval of the President of Kutztown University, the Legal Department that represents Kutztown University, and the Program Director of the University of Puerto Rico at Mayaguez.

 D. The official program Agreement shall be in effect for a period of five years from the date of execution and legal approval. Modifications to this Agreement must be submitted in writing no later than six (6) months prior to the beginning of the next scheduled period of exchange. Any modifications to this Agreement may be made only by mutual, written assent by both institutions. Either party may terminate this Agreement for any reason with ninety (90) days notice.

E. The Kutztown University Program Director, in conjunction with the University of Puerto Rico at Mayaguez Program Director, reserves the right to expel, with no refund, any student for failure to fulfill and respect program procedures and responsibilities. Should the Kutztown University Program Director deem that expulsion is necessary; the Kutztown University student would be provided with all procedural protections that normally cover a Kutztown University student.

F. Kutztown University, the Kutztown University Program Director, and the University of Puerto Rico at Mayaguez are not legally responsible for activities undertaken by students outside the academic scope of the program.

## II. Program Specifics

### General Exchange Program

1. Both contracting parties agree to cooperate in a clinical experience program for Kutztown University students and the students of the University of Puerto Rico at Mayaguez within the framework of their respective university degrees.
2. The duration of the exchange is negotiable but will be predetermined at least one semester in advance of leaving for study at the host institution.
3. The University of Puerto Rico at Mayaguez as well as Kutztown University will provide informational brochures and course catalogues to students as needed.
4. The University of Puerto Rico at Mayaguez agrees to receive students from Kutztown University each year to enroll them in the general education courses program or other specific courses.
5. Kutztown University students attending the exchange program will be supervised by University of Puerto Rico at Mayaguez faculty members in the teacher preparation program.
6. All students in the clinical experience program with the University of Puerto Rico at Mayaguez must provide the following information at least 30 days prior to arrival.
  - Name
  - Home address and telephone number
  - Name and addresses of parent or guardian
  - School address and telephone number
  - Arrival date/time/flight
  - Departure/date/time/flight
  - Any other travel arrangements
  - Date and place of birth
  - Citizenship
  - Date graduated from high school
  - Anticipated date of college graduation
  - Year in college
  - Any known medical issues for which student is receiving ongoing treatment or has a history of
  - Allergies
  - Proof of health insurance
  - Medication students takes on a regular basis

### *The College of Education at Kutztown University & the University of Puerto Rico at Mayaguez*

#### Student Teacher Program

1. Both contracting parties agree to cooperate in the clinical experience program within the framework of their respective university degrees. The number of teacher candidates shall be determined annually by a written memorandum of understanding.
2. The duration of the clinical experience placement will be no longer than eight weeks and will be predetermined prior to the teacher candidates leaving for matriculation of the host institution. The performance of the teacher candidates (as assessed by the host institution's supervisor) will be considered by the home institution in the awarding of the education degree.

3. The University of Puerto Rico at Mayaguez agrees to receive teacher candidates from Kutztown University. Teacher candidates will be supervised by the University of Puerto Rico at Mayaguez supervisors.
4. The period of instruction will conform to the regular calendar of the host institution but will not exceed eight weeks. Both universities will keep each other advised of any changes in their respective calendars.
5. Students participating in the clinical experience program will be enrolled in the host institution for and transfer credits to Kutztown University.

### **III. Program Fees**

- A. All fees are subject to written negotiation between Kutztown University and the University of Puerto Rico at Mayaguez. Said negotiations will take place no later than six (6) months prior to the beginning of the next year's program. All students, participating in the clinical experience program will pay tuition for the second placement to the University of Puerto Rico at Mayaguez and not to Kutztown University.
- B. The basic student program cost includes: Kutztown University students and the University of Puerto Rico at Mayaguez students will pay housing and food and health insurance at the study site. The host institution will reserve the right of withholding the transcript of students who default on these payments.
- C. Kutztown University students and the University of Puerto Rico at Mayaguez students will pay for their own airfare and ground transportation to and from the host institution.
- D. Kutztown University students and the University of Puerto Rico at Mayaguez students will pay for their own books and study supplies, as well as entertainment expenses.
- E. Kutztown University students and the University of Puerto Rico at Mayaguez students are responsible for securing the appropriate documentation for travel to the host institution.

### **IV. Cancellation and Payment of Procedures**

- A. Student cancellation and payment procedures will be negotiated in writing, no later than six (6) months prior to the beginning of the next year's program, according to the requirements of the participating institutions.

### **V. General terms of Agreement**

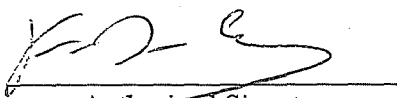
- A. The term of this Agreement shall be five years from the date of final approval by University Legal Counsel for Kutztown University. This Agreement may not exceed a period of five (5) years.
- B. Either party may terminate this Agreement for any reason with three (3) month's notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the agreement terminate prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- C. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- D. This Agreement shall only be modified in writing with the same formality as the original Agreement.

E. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

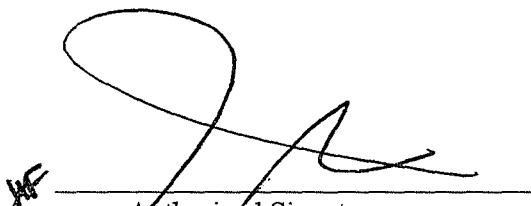
F. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

G. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

**VI. Signatures**




Authorized Signature  
Dr. F. Javier Cevallos  
President  
Kutztown University



Authorized Signature  
Name  
Title  
The University of Puerto Rico at Mayaguez

APPROVED AS TO FORM AND LEGALITY:

  
University Legal Counsel

DATE: 7/2/07

