

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MISSOURI-COLUMBIA
AND
UNIVERSITY OF PUERTO RICO-MAYAGÜEZ**

INTRODUCTION:

- a) The University of Missouri is a four-campus system with locations in Columbia, Kansas City (UMKC), Rolla, and St. Louis. The flagship campus – The University of Missouri-Columbia (MU)—is the largest most comprehensive university in the State of Missouri, with 23,000 students. Established in 1839, this Carnegie I Research University is a member of the Association of American Universities (AAU), National Association of State Universities and Land Grant Colleges (NASULGC), and the Council of Graduate Schools. The University of Missouri-Columbia with its 18 schools and colleges has the breadth of programs associated with a nationally competitive institution.

The College of Engineering enrolls approximately 2,200 in the areas of Biological and Agricultural Engineering, Chemical Engineering, Civil and Environmental Engineering, Computer Engineering and Computer Science, Electrical Engineering, Industrial and Manufacturing Systems Engineering, Mechanical and Aerospace Engineering, and Nuclear Engineering. The College offers both undergraduate and graduate degree programs through the Ph.D. MU has an ongoing interest in shared research, pre-college programs, training and education programs, programmatic/systemic alliances, and the development of student and faculty exchange programs.

MU is accredited by the North Central Association of Colleges and Secondary Schools and The College of Engineering is accredited by the Accreditation Board for Engineering and Technology (ABET).

- b) The University of Puerto Rico - Mayagüez (UPRM) is the second oldest and second largest component of the University of Puerto Rico (UPR) System located in Mayagüez, Puerto Rico. UPRM is a Land Grant, Sea Grant and Space Grant institution in the 11-Campus UPR System. UPRM's four colleges (Agricultural Sciences, Arts and Sciences, Business Administration, and Engineering) offer 55 Bachelor's and 29 Master's degree programs. Doctoral degrees are offered in marine sciences, civil engineering, and chemical engineering. Currently UPRM has over 12,000 students in its 84 academic programs.

The College of Engineering has approximately 4,200 students in six disciplines and offers Bachelor's and Master's degrees in Chemical, Civil, Electrical, Computer, Industrial, and Mechanical Engineering. The UPRM College of Engineering currently has 165 faculty and 250 graduate students. The College graduates approximately 650 students per year, of which more than 35% are women.

UPRM is accredited by Middle States Association of Colleges and Schools. Various colleges and departments are accredited by their respective professional organizations and accrediting

agencies. The College of Engineering is accredited by the Accreditation Board for Engineering and Technology (ABET).

UPRM is the largest U. S. Hispanic serving university and is recognized for its mission to create excellent academic opportunities for a largely first-generation student population and for its commitment to higher education. UPRM is well established and nationally recognized as the science, mathematics, engineering, and technology (SMET) campus of the University of Puerto Rico. In light of student development, UPRM has an ongoing interest in shared research, pre-college programs, training and education programs, staff, programmatic/systemic alliances, and the development of research programs and student faculty exchange programs.

- c) Purpose This Memorandum of Understanding (MOU) documents the relationship between MU, and (UPRM). This agreement seeks to enhance the engineering programs at both institutions by encouraging faculty, staff, and student exchanges, technology transfer, and the sharing of expertise as it relates to the administrative, academic, research and development phases of both engineering and pre-college programs for future engineering students.

This agreement will benefit both institutions as it relates to faculty and student exchanges, underrepresented student recruiting, and retention and graduation (already a major effort at MU through its Diversity in Engineering Program and at UPRM through its NSF funded Model Institution for Excellence Program). It will also benefit the institutions through assistance in starting model pre-college programs. In addition, both institutions will benefit from faculty training, faculty and student transfer and assistance in curriculum development, laboratory development, and improvement of administrative procedures.

The student transfer agreement will allow UPRM students to remain within their economic constraints by using the National Student Exchange (NSE) guidelines for Plan B. This Plan allows students to pay their home institution while on exchange status.

The faculty internship program will provide an opportunity for partner graduates at the M.S. and Ph.D. levels to gain teaching, research, and cultural experience at the partner campus. This will also satisfy a universal need for faculty development. Both institutions will benefit through shared research, employment, co-op, and internship opportunities for students and faculty.

- d) Authority This Memorandum of Understanding (M.O.U.) is established under the terms and conditions of the governing bodies of MU and the UPRM.

MANAGEMENT AND PROGRAM GUIDELINES:

- a) Management and Review. MU and the UPRM hereby commit to collaborate, coordinate, and cooperate to achieve the desired objectives.
- b) Funding Prohibition. This M.O.U. shall not be used to obligate or commit funds or as the basis for the transfer of funds.

- c) Management Arrangements. This M.O.U. envisions direct communication between authorized representatives of MU and UPRM in managing the information to be exchanged.
- d) Program Development. The parties to this agreement will collaborate in developing the programs listed below:

GENERAL

- 1) Distance Education and Internet Courses – Utilizing existing technology, develop the necessary system to provide courses to/from both institutions for faculty, students and professionals (lifelong learning).
- 2) Recruitment, Retention and Curriculum - Work jointly on the development of undergraduate and graduate recruitment, retention, and curriculum issues; develop comparable curriculum to facilitate student interchange and program development between participants.
- 3) Computer Engineering, Manufacturing Engineering, and Laboratory Development – Work jointly to prepare proposals for the development of Computer Engineering, Manufacturing Engineering and Laboratories at both institutions.
- 4) Student Transfers – A student who transfers between institutions may be allowed to transfer up to 66 hours, which meet the curriculum and grade requirements of the receiving institution.
- 5) Student Exchange – Student on exchange programs (one year maximum) may be given credit for all courses taken during the exchange, provided that they meet the curriculum and grade requirements for the receiving institution.
- 6) Faculty and Staff Exchanges, Leaves or Sabbaticals – Faculty exchanges, leaves and/or sabbatical assignments may be handled by both institutions on an individual basis as related to duration, salary, pursuit of advanced degrees, teaching research assignments, IPAs and consulting contracts.
- 7) Faculty Internships – Doctoral graduates from both institutions may be given the opportunity to teach and perform research at the partnering institution for one or two years in order to gain an exposure to educational and cultural diversity.
- 8) Pre-College Program – Partners may assist in the establishment of a pre-college program modeled after successful programs existing in the U.S. A summer faculty exchange and shared research program may be instituted.
- 9) Tuition and Fees – Tuition and fee arrangements for exchange students may be the responsibility of the sending institution following review by the receiving institution of available student aid packages.

- 10) Curricula – Participants may collaborate in the development of undergraduate and graduate curricula and research programs at the participating institutions – partners may share research facilities and personnel.
- 11) Both institutions will write proposals to seek, short- and long-term loans, gifts or funding of equipment to meet the needs for enhancing engineering education and research programs.

GRADUATE FACULTY

- 1) Proposals – Develop joint proposals that may emphasize MU’s (AAU, Carnegie I) status and UPRM’s (Minority Serving Institution, HACU) status. This will include faculty visits between both institutions to discuss proposal writing and how to market research ideas.
- 2) Visiting Professorships – Faculty will travel between institutions to conduct research.
- 3) Professional Development – Participating UPRM faculty and students will attend MU to work on graduate degrees and professional development enhancements.
- 4) Tuition and Fees – Tuition and fee arrangements for exchange students will be the responsibility of the sending institution following review by the receiving institution of their available student aid packages.

ADMINISTRATION

- a) Patent and Technical Data. MU and UPRM shall retain exclusive right, title, and interest to their individual underlying technologies. Neither party warrants that any information or technology disclosed to the other party should be merchantable, fit for a particular purpose, or free of claims of infringement from third parties.
- b) Release Information. Production or release to news media, to the public, or any third party regarding the existence, nature or purpose of this M.O.U. shall require mutual written agreement of all parties prior to its release except where required by law or regulation.

IMPLEMENTING AGREEMENTS

The details of the levels of support to be furnished to one institution by the other with respect to funding will be developed in specific and separate implementing agreements subject to availability of funds. Agreements or project plans that set forth specific arrangements for program implementation shall be separately developed and agreed to (via implementing agreements facilitated by this M.O.U.). Specific funding and tasking will be established under such separate implementing agreements. Appropriate patent and other intellectual property provisions shall be included in any separate implementing agreement(s) that may be entered into by both institutions.

The parties agree that they will negotiate in good faith the terms and the conditions of the following agreed-upon additional objectives:

- a) Form a committee (to be composed of members of each of the institutions) to coordinate activities.
- b) Establish that each student in the program may be assigned an advisor from each institution, when appropriate.
- c) Schedule meetings as needed.

MISCELLANEOUS

- a) An institution may not transfer or assign its interest in this M.O.U. without the previous written consent of the other institution. Any such attempt to transfer or assign shall be invalid. Either party may assign or transfer its interest in this agreement to any parent, subsidiary, or successor institution without the consent of the other institution.
- b) Claims for damage of any nature whatsoever shall be limited to direct damages only.
- c) No provision of this M.O.U. is intended to conflict with any law, and the provisions should be construed in a manner that will uphold their validity. In the event that any provision is found to be contrary to any law, it shall be deemed unenforceable, and the parties (or the Court) shall substitute a lawful provision in its place that is equitable and which, to the extent possible, reflects the original intent of the parties. Unless it would be inequitable to do so, all other provisions of this M.O.U. shall remain in full force and effect.
- d) Neither institution shall have the authority to bind the other. The institutions shall remain independent contractors at all times and no party shall act as the agent for the other party.
- e) This M.O.U. shall remain in full force and effect for a period of three (3) years from the date of acceptance of this agreement by MU and the UPRM, whichever is the last to accept this Agreement, or if negotiations for a separate implementing agreement are ongoing on the scheduled date of termination, until the successful conclusion or termination of such negotiations.

- f) This M.O.U. may not be assigned or otherwise transferred by either institution without the express written consent of the other institution, which consent will not be unreasonably withheld.
- g) This M.O.U. shall not be amended or modified except as set forth in a written document executed by duly authorized representatives of MU and the UPRM.
- h) The foregoing states the entire agreement and understanding between the institutions, superseding any previous or contemporaneous understandings, commitments, or agreement, oral or written, with respect to the subject matter of this M.O.U.
- i) This M.O.U. may be terminated by either party with 30 days prior written notice to the other party.

FOR THE UNIVERSITY OF MISSOURI - COLUMBIA

R. J. Wallace

Richard Wallace, Chancellor

5/24/00

Date

James E. Thompson

James E. Thompson, Dean
College of Engineering

5/11/00

Date

FOR THE UNIVERSITY OF PUERTO RICO - MAYAGUEZ

Zulma R. Toro-Ramos

Zulma R. Toro-Ramos, Chancellor

6/27/00

Date