



MEMORANDUM OF AGREEMENT

BETWEEN

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
on behalf of the UNIVERSITY OF NEBRASKA-LINCOLN
LINCOLN, NEBRASKA, U.S.A.

AND

THE COLLEGE OF AGRICULTURAL SCIENCES
AT THE UNIVERSITY OF PUERTO RICO, MAYAGUEZ
MAYAGUEZ, PUERTO RICO, U.S.A.

This Memorandum of Agreement between the University of Nebraska-Lincoln (UNL) and the College of Agricultural Sciences at the University of Puerto Rico, Mayaguez (UPRM) is intended to establish a collaborative Ph.D. program in agricultural sciences and natural resources. Initially, participating UPRM graduate programs will include Agro-Environmental Sciences and Food Science and Technology. Initially, UNL graduate programs will include those in Agronomy and Horticulture, Plant Pathology, Entomology, and Food Science and Technology. Other IANR departments and programs may be added if both institutions identify additional areas of interest. The linkage hereby formed shall further each partner institution's objectives as well as strengthen the mutual relationship between the partners.

The primary goals of this agreement are:

1. to encourage agriculture students from UPRM to pursue graduate studies and careers in agricultural research, and,
2. to provide a means for faculty at UPRM to mentor Ph.D. students.

UPRM does not currently offer a Ph.D. degree in agriculture. Therefore, until such time as the UPRM establishes a Ph.D. degree program, this collaborative agreement will serve as an important bridge for both UPRM students and faculty. The PhD degree will be granted by UNL and the student will be required to spend a minimum of one year in

residence on the UNL campus. When appropriate, students will be encouraged to conduct a portion of their dissertation research at the UPRM working with UPRM faculty. UPRM faculty may also serve as mentors for UNL students that may conduct some of their research at UPRM.

A. Faculty Participation

One faculty member each from UNL and UPRM will serve as co-chairs of the student's dissertation committee. The UNL faculty co-chairs will work closely with the Ph.D. student supervising his or her research and serving as his or her joint advisor. UPRM faculty must become members of the UNL Graduate Faculty in order to serve as co-chair of the student's dissertation committee. UPRM dissertation committee members must participate in both the student's oral Ph.D. comprehensive exam and Ph.D. dissertation defense. This may be accomplished via teleconferencing or video conference technologies.

A minimum of five (5) faculty (including UPRM faculty that are members of the UNL Graduate Faculty) will participate as dissertation committee members. Over 50% of the committee must be UNL resident faculty.

B. Student Participation

Students may not apply to this program without an agreement from a UPRM faculty member. Students applying for this program will usually have a M.S. degree in Agriculture or Natural Sciences or a related field. It is envisioned that the student will come to UNL early in the course of his or her Ph.D. program to both satisfy the UNL residency requirement and to take courses in preparation for the written and oral Ph.D. comprehensive exams. These and other requirements for the Ph.D. degree are described in detail in the UNL Graduate School Bulletin. However, these requirements are subject to change.

Students need to submit a graduate school application that will be reviewed and approved both by Graduate Studies and by the Graduate Committee of the intended degree program.

The student must be accepted into an appropriate UNL Ph.D. program. It is recommended that the student submit his or her application at least one semester prior to the start of his or her year in residence at UNL. To be admitted to a UNL department Ph.D. degree program, students must meet both Graduate Studies and department admission requirements.

The student will be provided with office and laboratory space (as appropriate) while on either the UNL or UPRM campus.

C. Tuition & Fees

Students with assistantships or fellowships at or above the minimum levels established by the UNL Office of Graduate Studies will receive UNL tuition remission. Students are required to be enrolled in a health insurance plan while in residence at UPRM and while in residence at UNL (at UNL, the individual premium is partially subsidized on eligible assistantships).


UPRM students not funded on assistantships are responsible for paying tuition, fees and the full cost of the university health insurance premium.

The student is required to pay a small registration fee to UPRM while in residence at the UNL campus.

D. Funding

Students coming under this agreement will be eligible to apply for a UNL graduate assistantship, which includes tuition remission when funded at or above the minimum levels as determined by the UNL Office of Graduate Studies. Students not on an assistantship would be eligible to apply for an Edgren Tuition Fellowship, which would allow them to pay tuition at 150% of the resident tuition rate. Students would be responsible for all relevant UNL fees. Collaborative research between UNL and UPRM faculty will be encouraged.

E. Requirements for the Ph.D.

 To complete the PhD degree, students must fulfill the same graduate school and departmental requirements as all UNL Ph.D. candidates. Course and other requirements are listed on the web pages of each Department. Student research projects may be based at either the UNL or UPRM or a combination of the sites as appropriate to the project.

While at UPRM, students may register in graduate program distance delivered graduate courses, and flexible 0-9 credit " Doctoral Dissertation", and "Special Topics" courses. The student can also register in courses approved by his or her graduate committee, which may be transferred to UNL in order to comply with UNL course requirements. However, half of the doctoral program (at least 45 hrs.) of study must be UNL credits.

As a minimum, the student must travel to UNL for his or her year of residence and to attend his or her oral and qualifying exams. Travel for examinations can be exempted if the graduate committee is satisfied with the level of interaction offered by the prevailing videoconference technology.

Obtaining funds to support student research, assistantship and associated academic costs will be the responsibility of the student's co-chairs. UPRM will not encourage students to apply to this program without the assurance of funding from a faculty member. Individual faculty members are responsible for funding their own travel between campuses.

F. Duration of Agreement:

This agreement will be in effect a minimum of five (5) years beginning on the first day of the academic year following the signature by both parties. It may be terminated by either institution upon one-year written notification to the partner institution. At the end of the five years, this agreement will be reviewed and considered for renewal by both parties.

In the event that any intellectual property is developed from the collaborative research project contemplated hereunder, the parties agree to cooperate in good faith towards the protection and commercialization of any such intellectual property. The parties also agree to negotiate in good faith an appropriate agreement for the equitable sharing of any proceeds resulting from the commercialization of the intellectual property based on the respective contributions to the development of the intellectual property by each party.


All specific projects to which this Memorandum of Agreement may lead shall be evaluated on a regular basis by the designated authorities of both institutions.

For conditions of the linkage and terms of agreement not covered by this memorandum of agreement or for problems which arise while the exchange agreement is in effect, both parties agree to refrain from unilateral action, to consult with each other and to negotiate mutually agreeable decisions.

Both institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.

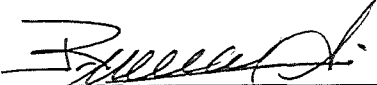
Approved by:

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA** on behalf
of **THE UNIVERSITY OF NEBRASKA-
LINCOLN**



Harvey Perlman, Chancellor 3/20/10
University of Nebraska, Lincoln Date

**Recommended by Pedro Rodriguez,
Acting Dean and Director,** On behalf
of the **COLLEGE OF AGRICULTURAL
SCIENCES OF THE UNIVERSITY OF
PUERTO RICO, MAYAGUEZ**



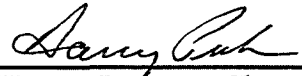
Jorge Rivera Santos, 03/31/10
Acting Chancellor Date
University of Puerto Rico Mayaguez

Addendum

University of Puerto Rico – Contractual Clauses

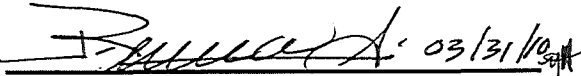
1. The two parties state that in their practices and proceedings there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin, social status, physical or mental handicap, political or religious beliefs, or status as a military veteran.
2. The two parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this Agreement, in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Comptroller of Puerto Rico has made its investigation, whichever occurs first.
3. Each of the parties consents to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnization for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this Agreement to the extent permitted by Commonwealth of Puerto Rico and Nebraska State law.
4. UNL shall not use the name of the University of Puerto Rico, its initials UPR, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the Institution, for any matter related to the activities that are object of this Agreement, without express and written authorization by the University of Puerto Rico.
5. UNL certifies and guarantees that during the performance of this Agreement it will comply with the Executive Order 1 1246 of September 24, 1965, Subpart B, Section 202 (41 CFR 60-1.4); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (41 CFR 60-250.5); the Rehabilitation Act of 1973, Section 503 (41 CFR 60-741.5), all as amended, and any other appliance rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP). UNL is therefore deemed to have complied with these regulations, unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. UNL recognizes that the absence of truth in this statement will constitute sufficient cause for the University of Puerto Rico first to cancel, terminate or suspend, in whole or in part, this Agreement and that UNL may be declared ineligible for further agreements with the University of Puerto Rico. UNL also certifies that it has a valid Assurance of Compliance on file.

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA** on behalf
of **THE UNIVERSITY OF NEBRASKA-
LINCOLN**



Harvey Periman, Chancellor Date
University of Nebraska, Lincoln 3/22/10

**Recommended by Pedro Rodriquez,
Acting Dean and Director, On behalf
of the COLLEGE OF AGRICULTURAL
SCIENCES OF THE UNIVERSITY OF
PUERTO RICO, MAYAGUEZ**



Jorge Rivera Santos, Date
Acting Chancellor 03/31/10
University of Puerto Rico Mayaguez