

INTERNATIONAL MEMORANDUM OF AGREEMENT

BETWEEN

**BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE UNIVERSITY OF NEBRASKA-LINCOLN
LINCOLN, NEBRASKA**

AND

**UNIVERSITY OF PUERTO RICO – N AYAGUEZ CAMPUS
MAYAGUEZ, PUERTO RICO**

This Memorandum of Agreement between the University of Nebraska-Lincoln (UNL) and the University of Puerto Rico – Mayagüez Campus (UPRM) is intended to facilitate a collaborative program of research, training, curriculum, technology transfer, institutional development, publication and information dissemination, and long and short-term exchange of faculty, students and staff, and cooperative extension and outreach activities. The linkage hereby formed shall further each partner institution's objectives as well as strengthen the mutual relationship between the partners. The transfer of information, faculty, or staff for education, research or related activities shall be proposed by both institutions through their faculties and units, in consultation with and approval of the appropriate institutional officials, and shall be the subject of a separate document.

UNL is a comprehensive public land-grant university, ranked as a Carnegie Research I institution. It offers academic programs at the undergraduate, graduate and professional levels in many disciplines. They are grouped administratively into the Colleges (Faculties) of Agricultural Sciences and Natural Resources, Architecture, Arts and Sciences, Business Administration, Education and Human Sciences, Engineering and Technology, Fine and Performing Arts, Journalism and Mass Communications, and the Law College. At the masters and doctoral level, most academic programs are administered by the Graduate College. The student body is comprised of approximately 18,000 undergraduates and 4,000 graduate and professional students. Located in the center of the United States, UNL provides a supportive environment for research, teaching, studying and outreach efforts. Lincoln, the capital of the state of Nebraska, is a progressive city of more than 230,000 inhabitants with a rich array of intellectual and other opportunities for visiting academic staff and students. Particularly noteworthy are the Beadle Center for Genetics and Biomaterials Research, the Center for Materials Research and Analysis, the Nebraska Center for Entrepreneurship, the Center for Great Plains Study and the Raikes School of Computer Science and Management.

UPRM continues its development in the best tradition of a (1911) Land Grant institution. It is a co-educational, bilingual, and non-sectarian school comprising the Colleges of Agricultural Sciences, Arts and Sciences, Business Administration, Engineering, and the Division of Continuing Education and Professional Studies. At present, the campus population is composed of 11,778 undergraduate students, 1,082 graduate students, 1,924 regular staff members and 1,037 members of the educational staff. The Graduate School administers a total of 37 master and doctorate programs in 22 departments. UPRM is fully accredited by the Council of Higher Education of Puerto Rico. It holds membership in the Middle States Commission on Higher Education since 1946. UPRM academic programs are accredited by professional entities such as The American Chemical Society, the National League of Nursing, and Accreditation Board for Engineering and Technology (ABET). It is also a member of Oak Ridge Associated Universities (ORAU) since 1966.

A) ASPECTS INVOLVING FACULTY

I- This agreement establishes the basis on which exchanges of faculty from both institutions will be carried out in order to strengthen theoretical as well as practical knowledge in fields of study or any other common area.

II- Both parties declare that any such exchange will be governed by the following stipulations:

- 1- 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.
- 2- Each of the parties will name the professors who wish to participate in this Exchange Program, and these will be selected in accordance with the procedures and requirements established by each of the signatory universities.
- 3- Prior to implementing individual visits of faculty members, representatives of both institutions shall secure approvals from their respective department heads, deans, and other appropriate institutional officers.
- 4- The period of the exchange will be established according to the academic project.
- 5- Participating professors will cover their own expenses for travel, housing, food and local transportation as needed during their stay in order to carry out the projected work, unless such expenses are included in a grant or stipend. The host university will provide orientation and assistance regarding transportation, housing, and food.
- 6- Should the host university employ the services of a visiting professor for teaching or administrative purposes, that professor must be paid at the same rate as the institution's regular employees. The host university must also inform the university of origin of such assignments so that the sending university may comply with any applicable regulations.
- 7- The number of participating professors will be determined by the number of participating departments or by some specific agreement that may be established under the requirements of this Agreement.
- 8- When exchanges of research personnel are to be made, preference will be shown to researchers who are able to work with persons or groups from the host institution on specific projects, for which appropriate programs will be developed. The contracting institutions will provide the research personnel with necessary facilities for carrying out their assigned tasks. Office space and academic facilities provided to visiting faculty members shall be made by the respective department chairs or heads in consultation with the visiting faculty members.
- 9- Any publications relative to research projects performed within the framework of this Agreement shall be approved by the appropriate bodies of both universities and should state that the work was made possible by this Agreement. The ownership of the intellectual property or research findings will be established according to the regulations that govern these matters in each university. If the intellectual property or research findings are a product of a joint effort, both parties will equally share ownership of all rights. At all times, both parties will acknowledge the right of the researchers to sign as authors all documents to which they have a legal right.
- 10- Specific collaboration agreements shall include whatever stipulations are necessary to regulate those matters pertaining to intellectual property which could result from the joint activity of the signing parties. This applies particularly to patents, invention certificates, model registries, brand names, as well as other similar and/or analogous items derived from the research endeavors.

B) STUDENT EXCHANGES

II- This agreement establishes the foundations, detailed below, on which exchanges of both undergraduate and graduate students will be carried, including assistantships and internships, for the purpose of enhancing their academic preparation.

Selection of students

- 1- Students may be admitted to academic study at the partner institution. Specific Terms of Agreement for Student Exchange shall incorporate the terms and conditions of such study. Each institution will admit students to participate in the Exchange Program according to the procedures and requirements established by the host institution, and will send their records, including certification of current programs of study, academic references, and their preliminary course of selection. Student exchanges at UNL shall be coordinated through the Office of Admissions for undergraduates and Graduate Studies for graduate students while at UPRM shall be coordinated through the Admissions Office for undergraduates and the Graduate School for graduate students.
- 2- The universities may exchange annually the number of students they consider to be mutually convenient. The said students may be from any discipline.

Program of Study and Course Equivalency

- 3- The universities will develop a system of credit equivalency to accommodate participating students.
- 4- The duration of student exchanges will conform to the academic calendar of each institution and may be for one semester, one full academic year or shorter period of time when so established by the academic program, by previous agreement between both institutions.
- 5- Expenses: Travel expenses will be the responsibility of either the student or the university of origin as stated by the stipulations in the specific Agreement.
- 6- Lodging expenses will be the responsibility of the student and may be paid with personal resources, scholarships, home institution financial aid awards, or other moneys obtained from either national or international foundations.
- 7- Medical insurance will be paid by the exchange student at the host university.
- 8- Both universities will encourage the awarding of scholarships, assistantship or tuition exemptions to qualifying students.

Students Rights and Responsibilities

- 9- The students who have been selected will have the same rights and responsibilities that the host university envisions for its own students; they must accept and adhere to the rules and regulations of the university and are subject to whatever sanctions may be imposed in the event of failure to comply. In such cases, the university of origin will be informed.
- 10- Exchange students will receive those services available and customary to regular students at the host university.
- 11- Upon completing their stay with the host university, students participating in the exchange must return to the university of origin to continue their academic program. As a general rule, students may participate only once in the exchange program.

C) FINAL PROVISIONS

III- This Agreement will remain in effect for five (5) years from the date on which it is signed by both parties; should the signing take place separately, the term will begin on the date of the last signature.

This Agreement may be renewed, terminated, expanded, and/or modified by any of the parties, if so, in writing, at least six (6) months prior to such intended action.

The request for renewal, modification, and/or expansion will be presented to the Chancellor or the President of the University, as applicable.

Said request must be accompanied by an evaluation of the execution of the present Agreement.

IV- If the present Agreement is not renewed, expanded, or modified; both parties are committed to the completion of activities in progress. The expiration of the Agreement will not affect the development and completion of the programs, projects or activities that are still in progress.

V- The parties declare that they sign this agreement and agree to its stipulation in good faith; and by that good faith they commit themselves to all actions that will ensure its fulfillment. Should there arise a discrepancy in interpretation, it will be resolved by the mutual consent of the parties in the same spirit which led them to sign it.

VI- The preceding clauses provide for a model to be followed for individual agreements, and they may be modified according to conditions under which professors and departments will carry out the agreement. However, clauses VII through XI must be appear on all University of Puerto Rico Agreements regardless of the Campus or individual program involved. These are clauses of outmost importance that render the document legal. These clauses are required by the various government bodies of Puerto Rico that oversee the activities of its agencies and corporations.

VII- 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.

VIII- The two parties are committed to maintaining records of all reports, timesheets for jobs or assistantship, 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 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.

IX- 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 indemnity 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 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.

X- Either party may rescind the present agreement by notification thirty (30) days prior to the date of the rescission. One party may immediately cancel the agreement without prior notice upon the other party committing negligence, non-compliance or violation of a condition of the present Agreement. 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.

XI- Neither the University of Nebraska, nor the University of Puerto Rico – Mayagüez Campus, shall use the name of the partner University, its initials, its stamps, 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 partner University.

Having read this document and made aware of the content and scope of each of its clauses, and having indicated that in its formalization there is no fraudulent intent, bad faith, or any other defect that might invalidate the agreement, the parties sign their consent, each keeping two (2) copies.

Board of Regents of the University of
Nebraska on behalf of the University of
Nebraska-Lincoln

University of Puerto Rico
Mayagüez Campus



Harvey Perlman
Chancellor

8/8/08


Date



Jorge I. Velez-Arocho
Chancellor

May 6, 2008

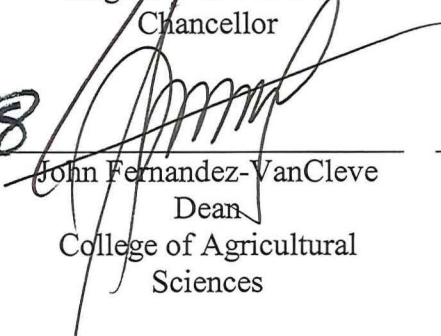
Date



John Owens
NU Vice President and
Harlan Vice Chancellor for
Agriculture and Natural
Resources

29 MAY 08

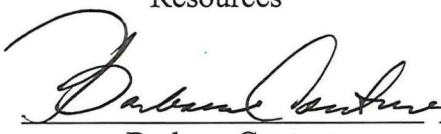
Date



John Fernandez-VanCleve
Dean
College of Agricultural
Sciences

5-5-08

Date



Barbara Couture
Senior Vice Chancellor of
Academic Affairs

June 11, 2008

Date

RECEIVED

MAY 8 2008

NU VICE PRES
HARLAN VICE CHAN