

**General Agreement
Between
The University of South Carolina
and
The University of Puerto Rico-Mayagüez**

THIS GENERAL AGREEMENT is made and entered into by and between the University of South Carolina, Columbia, South Carolina, U.S.A., hereby represented by its President, Harris Pastides (hereinafter referred to as “USC”) and the University of Puerto Rico-Mayagüez, hereby represented by its Chancellor, Jorge Rivera-Santos (hereinafter referred to as “UPRM”).

Both parties agree to promote activities to enhance their educational and academic research programs.

The officials of both institutions have the legal capacity to make and enter into this General Agreement under the following terms and conditions:

ARTICLE 1: PURPOSE

The purpose of this General Agreement, and the Supplementary Agreements envisioned herein, is to establish linkages and create the foundation for mutual cooperation and collaboration among the academic disciplines that USC and UPRM (hereinafter referred to as “the partner institutions”) have in common.

ARTICLE 2: SCOPE

The scope of this General Agreement will include the areas of teaching, research, faculty and student exchanges, and any other related areas that are mutually determined to be appropriate by the partner institutions in the future. Under the framework of this General Agreement, any and all departments and units of the partner institutions have the ability, in coordination with the respective points of contact identified in Article 4 of this General Agreement, to develop and engage in joint activities. The partner institutions agree that prior to the initiation of any particular program or activity, the terms shall be discussed and agreed upon in writing and endorsed/approved by the corresponding representative of each institution. Any specific written agreement will incorporate by reference the conditions of this General Agreement. This General Agreement does not require either USC or UPRM to assume additional financial obligations unless such obligations are included in any specific written agreement.

2.1 Student Exchanges

- Both institutions are currently members of the National Student Exchange Consortium which provides opportunity for the exchange of undergraduate students, as well as an existing protocol for the exchange of students.

- Should additional graduate or undergraduate student exchange opportunities be identified that require additional governance, a Supplementary Exchange Agreement may be entered into upon mutual consent regarding terms and with formal agreement by both parties.

2.2 Faculty Exchanges and Research

- USC and UPRM will encourage interaction and exchanges among faculty and other researchers.
- Travel and living expenses of invited faculty are not the responsibility of the host university, although collaboration departments may assist with them at their discretion. Any such assistance is subject to the terms and conditions of the governing Supplementary Agreement or by mutual consent of the collaborating departments.
- The two universities will endeavor to organize other cooperative efforts in areas of common research, teaching, and service.

ARTICLE 3: SUPPLEMENTARY AGREEMENTS

- Individual departments or units of USC and UPRM may wish to engage in collaborative activities on a regular basis. These collaborative activities will be added in a Supplementary Agreement to this General Agreement. To be valid, every Supplementary Agreement must be signed and approved according to each institution's requirements for contract approval. The terms of a Supplementary Agreement may not, directly or by default, contradict the terms of this General Agreement between USC and UPRM.
- Every Supplementary Agreement negotiated between participating departments or units at USC and UPRM should clearly and fully identify the following elements: the scope, schedule, and objectives of the activity in detail.
- There will be responsible parties within the particular departments or units that are concluding the Supplementary Agreement. The individuals named will be directly responsible for the implementation and oversight of the proposed activity in the Supplementary Agreement. Changes to the personnel involved may be made at the discretion of the department or unit head, in coordination with the institutional points of contact at USC and UPRM named pursuant to Article 4 of this General Agreement.
- This General Agreement does not make any commitment of resources, if applicable, and the attendant financial obligations of the respective departments at the partner institution, and does not obligate either party to support any new financial commitment unless expressly agreed upon in this manner by the collaborating departments.

ARTICLE 4: COORDINATION

In order to oversee this General Agreement and coordinate with the associated departments and Supplementary Agreements, each institution will appoint a coordinator.

All official notices between the two parties regarding the terms and conditions of this General Agreement shall be in writing and be sent via express courier or as registered or certified mail between and to the respective principal points of contact identified pursuant to Article 4 of this General Agreement.

ARTICLE 5: VALIDITY AND TERMINATION

This General Agreement will come into effect on the 1st day of January 2010 and shall be considered to be in force and valid for a period of thirty-six (36) months. This General Agreement shall only be modified, extended or renewed in writing with the same formality as the original. Either party may terminate this General Agreement in writing for any reason upon 30 days of notice. Either party may terminate this General Agreement in the event of a substantial breach of the terms contained herein; however, should this General Agreement be terminated prior to the completion of an academic semester, faculty and students engaged in any activity established under an agreement pursuant to this General Agreement may continue their educational experience until it would have been concluded absent the termination.

ARTICLE 6: SETTLEMENT OF DISPUTES

USC and UPRM agree that any controversy, dispute, or claims between them arising out of this General Agreement shall be resolved in an expeditious manner and with good faith, subject to a written, mutual agreement regarding the terms and conditions of such a resolution.

ARTICLE 7: NON-DISCRIMINATION POLICY

The institutions agree to continue their respective policies of non-discrimination based on Title VII of the Civil Rights Act of 1964, in regard to sex, age, race, color, creed, national origin, or status as a military veteran; Title IX of the Education Amendments of 1972; and other applicable laws; as well as the provisions of the Americans with Disabilities Act.

ARTICLE 8: LIABILITY

Neither the parties shall assume any liabilities to each other. As to liability to each other, the parties do not waive any defense as a result of this General Agreement. Likewise, this provision shall not be construed to limit the University of Puerto Rico's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this General Agreement. A Cooperative Education Practice does not commit either the cooperating industry or the student to employment after graduation.

ARTICLE 9: USE OF NAME OR IDENTIFYING MARKS

Neither party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.

ARTICLE 10: INDEPENDENT CONTRACTORS

This General Agreement will not be interpreted as creating legal or financial relationships between the parties nor be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. Nothing agreed upon in this General Agreement will affect the rights of both parties to enter in similar agreements with other institutions. Any discrepancy on the dispositions of this General Agreement will be solved in common agreement between the parties.

ARTICLE 11: INTELLECTUAL PROPERTY

The parties do not anticipate the development of new Intellectual Property as part of this General Agreement. But, if any inventions materialize, all rights in inventions, including patentable software created in the course of any Statement of Work, shall be the individual property or joint property of the institution employing the respective researcher(s) who made the invention or discovery. Such inventions shall be reported by the researcher according to his/her institution's policy on patents. In the event that there are joint discoveries, the parties agree to begin to negotiate a separate license agreement within 60 days of any notice from either party that one is requested.

ARTICLE 12: ENTIRE AGREEMENT

This General Agreement, and the Supplementary Agreements that are envisioned herein, shall contain the entire agreement of the parties hereto. They may not be changed orally, but only by agreement in writing signed by both parties. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said subject matter.

IN WITNESS WHEREOF, the parties through duly authorized official do execute this General Agreement.

University of Puerto Rico-Mayagüez

University of South Carolina



Jorge Rivera-Santos, Interim Chancellor



Harris Pastides, President