

MEMORANDUM OF UNDERSTANDING FOR THE COHEMIS CONSORTIUM

ANSWERING

FOR THE FIRST PARTY, The University of Puerto Rico Mayagüez Campus, patronal social security number 66-0433761, represented in this act by its Chancellor, _____, full aged, married, and residing in Mayagüez, Puerto Rico, in the exercise of the faculties and powers conferred by Article 7 of the University of Puerto Rico Law Num. 1, promulgated on the 20th of January 1966, as amended.

FOR THE SECOND PARTY, The University of _____, patronal social security number _____, represented here by _____ authorized by _____.

The answering parts are interested in a hemispheric initiative and cultural exchange in accordance with the following guidelines:

1. In 1992 this initiative, identified as “the CoHemis Consortium”, started forming a hemispheric web of institutions engaged in collaboration with the mission and objectives of the Hemispheric Center of Cooperation in Research and Education in Engineering and Applied Sciences (CoHemis). This web constitutes a comprehensive resource group for collaboration in Science and Technology. The CoHemis Consortium will receive the active cooperation of the University of Puerto Rico, Mayagüez Campus that will henceforth be referred to as UPRM, the University of _____, henceforth referred to as “Consortium University” as well as other institutions that may contribute to carry out successfully the objectives defined in the following section.
2. The principal objectives of the CoHemis Consortium are:
 - 2.1 Helping towards the social and economic development of Latin America and the Caribbean improving their access to information and technological, as well as managerial capacity.
 - 2.2 Increase industrial competitiveness of the Western Hemisphere in global competition.
 - 2.3 Promote the protection of the environment and the natural resources of the hemisphere.
 - 2.4 Improve relations among hemispheric countries and the diffusion of their values and cultures.
 - 2.5 Raise awareness among researchers of the Americas about the diverse regional problems and determine the research priorities related to technology that may contribute to their solutions.
 - 2.6 Support CoHemis in its fund raising purposes, promote and conduct joint applied research, further and carry out technology evaluations, conduct courses and programs to allow for the training of human resources, organizing conferences and workshops to facilitate the goals cited above.

3. For the achievement of these objectives UPRM will support the CoHemis Consortium in the following ways:
 - 3.1 It will facilitate that its professors may use their sabbaticals to participate in teaching and research at the consortium university.
 - 3.2 Seek grants with external research funds for graduate students from the consortium university that are conducting research work in Consortium projects.
 - 3.3 Provide access to its research facilities to researchers and graduate students from the Consortium University that are carrying out research of the Consortium.
 - 3.4 Will facilitate institutional and professional relations and exchange of faculty and undergraduate and graduate students from the Consortium University, UPRM, and other universities and research centers of the CoHemis Consortium.
 - 3.5 Will facilitate that professors from the Consortium University may conduct research of interest to the hemisphere at the UPRM, in conjunction with researchers and students from the UPRM.
 - 3.6 Will collaborate in the transmission of information directed to support the research.
 - 3.7 Will provide space, equipment, communications, infrastructure and support to CoHemis.
4. The university of the consortium will support the CoHemis Consortium in the following manner:
 - 4.1 Will facilitate the opportunity so that its professors may use their sabbatical to participate in teaching and research in consortium projects.
 - 4.2 Will participate if possible in the conferences and workshops sponsored by CoHemis in Mayagüez or at different places in the hemisphere. Will co-sponsor conferences, research or CoHemis Consortium activities that take place at the country of the consortium university.
 - 4.3 Will extend access to the use of research facilities to researchers and graduate students from UPRM and other institutions within the Consortium that are carrying out CoHemis activities, and will assist those research projects of the Consortium that will take place in other parts of their country.
 - 4.4 Will aid in the transmission of information geared towards supporting research and science education and technology in other institutions of the Consortium and identify specialized human resources among its personnel or at other institutions in their country.
 - 4.5 Will make possible the participation of university professors from the consortium so that they may carry out research of interest to the hemisphere at UPRM or at other institutions of the Consortium through brief and periodical visits.

- 4.6 Will collaborate with CoHemis in the revision of technical information and evaluating research proposals from Latin America and the Caribbean.
5. UPRM and the university will strive to:
 - 5.1 Sustain a continuous exchange of information about projects and relevant results.
 - 5.2 Identify areas related to science and technology in which the professors and the facilities of both institutions complement each other in possible joint research projects and of evaluation of technology and their impacts.
 - 5.3 Develop joint programs for the exchange of faculty and students, both undergraduate and graduate, to capacitate its human resources in teaching and research, following the current norms of each institution and through joint agreement at the time this document is signed.
 - 5.4 Facilitate cultural exchanges between both institutions.
6. Aspects Related to the Exchange of undergraduate and graduate Students.
 - 6.1 Through this agreement UPRM and the consortium university shall provide opportunities such that bona fide students coming from each of the institutions may study, in quality of exchange students during periods that normally shall not exceed an academic year.
 - 6.2 In order to participate in the Student Exchange Program, the candidates must comply with the following requirements:
 - 6.2.1 Be a full time student at the university of origin and be a sophomore or higher at an undergraduate program or be at the second or third semester of a graduate program.
 - 6.2.2 Students interested in participating of the exchange program must show evidence of satisfactory academic performance at the university of origin (a grade not lower than a B or a Notable, depending of whether they are students from UPRM or from an university of the consortium respectively).
 - 6.2.3 Present a formal application, that should include one (1) official certification of the courses approved, two (2) letters of recommendation and a justification prepared by the interested party, in which he/she states why he/she is interested in participating on the program. The university of origin shall determine if the student must complete any other documents before being accepted into the program.
 - 6.3 The parties shall establish a formal procedure for the selection and recommendation of the participating students in the program of exchange students and shall designate an office responsible of executing the program. At the consortium university, the office responsible shall be the Office of International Relations; and at UPRM, it shall be the CoHemis office.

- 6.4 The maximum number of students participating of the program of exchange students from UPRM shall be X per year.
- 6.5 The students shall pay the enrollment cost; student fee and health plan at the receiving university and shall pay the quota established for national students or resident students.
- 6.6 The students must present evidence of having accident insurance and repatriation upon being accepted at the receiving university.
- 6.7 Transportation costs, housing, nutrition and upkeep as well as other personal expenses, including books or other school materials, shall be the responsibility of each student.
- 6.8 As a norm, UPRM and the consortium university shall admit the exchange students as visiting students, not aspiring to an academic degree. These exchange students must enroll in a minimum of twelve (12) credit hours at the undergraduate level and eight (8) at the graduate level.
- 6.9 During their stay at the receiving university, the exchange students will receive the same treatment given to regular students from that university; likewise, they must observe the rules and regulations of the receiving university, or risk being immediately suspended from their exchange student status.
- 6.10 At the end of their authorized stay at the receiving university, the students participating of the exchange student program must return to their original university to continue their academic program. Special cases shall be evaluated individually by both universities.
- 6.11 The exchange students may opt to take any course, except those in which the regular students of the receiving university need to have priority. To enroll in the courses, the exchange students must have approved the established requirements and have the written consent of their university of origin and the confirmation of the counterpart at the receiving university. At the end of the semester, the coordinator responsible for the exchange students shall send to his counterpart at the university of origin, a proof or an official certification indicating the credits and the grades obtained by each exchange student for the purpose of confirmation to benefit the student's record. This service does not represent an additional cost to the student nor for the university of origin.

7. Aspects related to the exchange of professors

- 7.1 The parts shall be able to create and organize a program for the exchange of professors through which they may stay for one or two academic semesters, in accordance to the norms in place at each Institution.
- 7.2 The Deans of the faculties, through mutual consent, will be able to choose professors to participate of the exchange, in consultation with the authorities and corresponding organisms. Likewise, the Deans will agree upon the academic assignment given to the participants of the program.

- 7.3 The participating professors shall keep to all effects their condition of members of the institution of origin. Each participating professor will continue to receive their ordinary salary as usual from the institution he is appointed to.
- 7.4 Upon selecting the professors to participate, the receiving institutions will indicate to them that the travel costs, lodging, nourishment and sustenance will be the responsibility of each professor.
- 7.5 The professors participating in the program will have to adhere to all policies and norms in place at the receiving institution for the duration of their visit.

8. General Dispositions:

- 8.1 This memorandum of understanding constitutes a declaration of intention that strives to promote joint interactions in research and education that may increase the quality of life of the countries of the Americas. None of what is expressed here may affect the rights of both parties to enter into similar agreements with other institutions.
- 8.2 Both parties express that there will be no discrimination as to sex, race, color, birth, origin or social condition, physical or mental handicap, nor religious creed or political persuasion or veteran status in the selection and treatment practices of students and professors.
- 8.3 The publications related to research work carried out within the framework of this Agreement must be approved by the corresponding organisms of each University and must mention that same work was carried out as a result of the Agreement. The ownership of the intellectual or research works shall be established based upon the regulations concerning these aspects at each university. If these are the product of joint work, both parties shall share the ownership of the rights. The parties shall acknowledge at all times the right of the researchers to sign as authors in all those documents where it is legally corresponding.
- 8.4 In the specific collaboration agreements all necessary stipulations shall be included to regulate what relates to intellectual property surging as a result of the joint activity of the parties, particularly those pertaining to patents, invention certificates, model registry, and brands among those similar and/or analogous that might result from the research work.
- 8.5 Both parties pledge to save the reports, work sheets and roll book and other documents related to the services that were the object of this Agreement, so that they may be examined or copied by the Office of Internal Auditors of the University of Puerto Rico, by an external Auditing firm hired by the University of Puerto Rico, or by the Comptroller of Puerto Rico, during their interventions to the University of Puerto Rico. The auditing will be made at reasonable dates through the duration of the services or after they have been resumed, in conformity to the generally recognized practices. Said documents shall be kept for a period no less than six (6) years or until an investigation is made by the Office of the Comptroller of Puerto Rico, whatever comes first.

- 8.6 Each of the parties agrees to relieve of responsibility and exonerate the other party from any judicial and/or extrajudicial claim and of providing compensation for damages and or mental or moral anguish that may be suffered by any person natural or juridical, where the claim is that the damages were caused by actions, proceedings or negligent or careless omissions and/or reproachable behavior on each part, their agents or employees, when such damages happened totally or partially during the realization of this Agreement.
- 8.7 The present Agreement will have a validity of five years from the date of its joint signing. In the case of separate signatures, the initial date shall be that of the last signature.
- 8.7.1 This Agreement may be renewed, enhanced and/or modified if the parties request it, of common agreement and in writing, with at least six (6) months prior to its expiration.
- 8.7.2 The renovation request, enhancement and/or modification will be presented to the Chancellor or the President of the University, whichever the case may be.
- 8.7.3 Both parties agree not to utilize the name, acronyms, seals, logos, shield or any mark that distinguishes the Institution, for anything related to the activities that are the objects of this agreement, without the expressed and written consent of the other party.
- 8.7.4 It is made clear that this agreement invalidates any prior agreement between the parties.
- 8.8 Any discrepancy about the dispositions of this agreement shall be resolved through mutual accord by the parties.
- 8.9 UPRM designates the Director of the CoHemis office to serve as liaison for the initiatives that may arise within the framework of this agreement.
- 8.10 The consortium university designates _____ to serve as liaison for the initiatives that may arise within the framework of this agreement.
- 8.11 This constitutes the complete agreement between UPRM and the University of the Consortium as sponsors of the CoHemis Consortium.
- 8.12 The participants in the exchange must secure their own medical insurance. Any expense not covered by the insurance shall be their own responsibility.
- 8.13 The participants in the exchange shall make their own transactions before the corresponding embassy or consulate to obtain a visa for the duration of their stay at the hosting Institution.
- 8.14 The obligations of both institutions deriving from this agreement are limited only to the exchange of professors and students and are not made extensive to their partners, or to persons at their charge.

8.15 In case the present agreement is rescinded, not renewed, enhanced and/or modified, both parties agree to complete the activities that are being executed in relation to the exchange of professors and students. The termination of this agreement will not affect the development and culmination of the programs, projects or activities that are being executed.

8.16 “The parties declare that they sign this agreement and agree to its stipulations 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.”

In testimony of this, the authorized representatives of UPRM and the Consortium University, sign this Memorandum of Understanding in two originals, accepting all of its parts, on _____, the ____nd, 2009.

President
University of _____

President
University of Puerto Rico

Chancellor
University of _____

Chancellor
University of Puerto Rico
Mayagüez Campus

Designated Liaison Officer
University of _____

Dr. Fernando Gilbes Santaella
CoHemis Director
University of Puerto Rico
Mayagüez Campus