



Kutztown University of Pennsylvania

A Member of the State System of Higher Education

Kutztown

Office of the President

May 28, 2003

*Enclosure
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Dr. Jorge Iván Vélez-Arocho
Chancellor
University of Puerto Rico at Mayagüez
P.O. Box 9020
Mayagüez, PR 00681-9020

Dear Dr. Velez-Arocho:

I am enclosing for your records a signed original copy of our CoHemis Consortium Memorandum of Understanding. The Kutztown University community and I look forward to working with you, your faculty and your students in this initiative.

Sincerely,

F. Javier Cevallos
President

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Enclosure

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MEMORANDUM OF UNDERSTANDING FOR THE COHEMIS CONSORTIUM

The first party, the University of Puerto Rico at Mayagüez, herein represented by its Chancellor, Dr. Jorge I. Vélez-Arocho, and second party, Kutztown University of Pennsylvania, herein represented by Dr. F. Javier Cevallos, are interested in a hemispheric initiative for the enhancement of science, technology and administrative enhancement and cultural exchange for the purpose of and in accordance with the following understandings:

1. The initiative, identified as "CoHemis Consortium", will receive the active cooperation of the University of Puerto Rico's Mayagüez Campus, referred to herein as UPRM, and of the Kutztown University, Kutztown, Pennsylvania referred to herein as "consortium university", as well as other institutions as may be necessary to successfully implement the program objectives defined in the following section.
2. The major objectives of the CoHemis Consortium are:
 - 2.1 Enhance Latin American and Caribbean economic and social development by enhancing their technological and administrative capacity.
 - 2.2 Increase the global competitiveness of Western Hemisphere industry.
 - 2.3 Foster the protection of the hemisphere's environment and resources.
 - 2.4 Improve relations between the hemisphere's countries and institutions and enhance cultural exchanges.
 - 2.5 Increase the awareness of regional problems among researchers and determine research priorities in technology that can help to address them.
 - 2.6 Support UPRM'S Center for Hemispherical Cooperation in Research and Education in Engineering and Applied Science (CoHemis) in its mission of providing funds and facilities and conducting joint applied research, technology assessment, and human resources development programs; and organizing conferences and workshops to realize the above-mentioned objectives. The Center's activities will primarily address the needs of the Americas with the participation of science and engineering researchers and graduate students from the different countries of the hemisphere, emphasizing projects that can generate short-run benefits to more than one country in the hemisphere.
3. UPRM will support the CoHemis Consortium in the following ways:
 - 3.1 Facilitating the approval of sabbaticals for faculty members who want to conduct academic and research activities in the consortium university.
 - 3.2 Procuring external research funds for assistantships for graduate students from the consortium university who are working in CoHemis research projects.
 - 3.3 Providing access to its research facilities to the consortium university's researchers and students who are working on CoHemis projects.
 - 3.7 Providing CoHemis with facilities, equipment, communications, infrastructure, and support.

4. The consortium university will support the Consortium in the following ways:

- 4.1 Facilitating the approval of sabbaticals for faculty members who want to conduct academic and research activities in Consortium projects consistent with applicable Pennsylvania law, collective bargaining agreements, and policy of the consortium university.
- 4.2 Participating when possible in CoHemis workshops and/or conferences held in Mayagüez or elsewhere across the hemisphere. Co-sponsoring conferences, research, or other Consortium activities held in the consortium university's country or region.
- 4.3 Providing access to its research facilities to researchers and graduate students from UPRM and other Consortium institutions whom are working on CoHemis projects; and facilitating Consortium research activities conducted in the consortium university's country or region.
- 4.4 Collaborating with the dissemination of information meant to support research and education in science and technology in other Consortium institutions; and identifying specialized or expert human resources among its personnel or other institutions across the country.
- 4.5 Encouraging and facilitating the participation of its interested faculty in research of hemispheric interest in UPRM or other Consortium institutions by means of short, periodic visits.
- 4.6 Collaborating with CoHemis in reviewing technical information form Latin American and Caribbean countries and in evaluating research proposals.

5. UPRM and the consortium university will:

- 5.1 Sustain a continuous exchange of information on relevant projects and results.
- 5.2 Identify areas related to science and technology in which faculty and/or facilities from both institutions complement each other for possible joint research and technology assessment evaluation projects.
- 5.3 Develop joint programs for student (graduate and undergraduate) and faculty exchanges and academic and research enhancement activities.
- 5.4 Facilitate cultural exchanges between both institutions.

6. General Dispositions:

- 6.1 The present memorandum of understanding will not be interpreted as creating legal or financial relationships between the parties. This document constitutes a declaration of intentions aiming to promote interactions in matters of collaborative research and graduate education expected to increase the well being of the countries of the Americas. Nothing agreed upon in this memorandum of understanding will affect the rights of both parties to enter in similar agreements with other institutions.
- 6.2 The consortium university designates the Dean of each college to serve as the institution's liaison for the initiatives undertaken within the Consortium framework.

6.3 UPRM designates the CoHemis Director to serve as UPRM liaison for the initiatives undertaken within the Consortium framework.

6.4 This Memorandum of Understanding will commence in summer, 2003, and will have a duration of five (5) years, renewable by written communication among the parties. The consortium university may withdraw from the terms of this understanding by providing thirty (30) days written notice to UPRM. The agreement may be amended at any time with the written consent of both parties. This constitutes the entire understanding between UPRM and the consortium university as sponsors of the CoHemis Consortium.

6.5 Any faculty member, staff or student of the consortium university shall have the opportunity to complete their academic and research activities according to any understanding existing prior to the notice of withdrawal.

In testimony of which, the authorized representatives of the University of Puerto Rico at Mayagüez and Kutztown University of Pennsylvania sign the Memorandum of Understanding accepting all of its elements.



Dr. F. Javier Cevallos
President
Kutztown University

Date: 5/14/03



Dr. Jorge Iván Vélez-Arocho
Chancellor
University of Puerto Rico at Mayagüez

Date: May 14, 2003



Dr. Luis F. Pumarada O'Neill
Director
CoHemis Center

Approved as to Form and Legality:



University Legal Counsel

Date: 5-19-03

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