GENERAL AGREEMENT OF COOPERATION

BETWEEN

THE UNIVERSITY OF RHODE ISLAND
UNITED STATES OF AMERICA

AND

THE UNIVERSIDAD AUTÓNOMA DE SANTO DOMINGO
DOMINICAN REPUBLIC

ABRIL, 2014
GENERAL AGREEMENT OF COOPERATION BETWEEN
THE UNIVERSIDAD AUTÓNOMA DE SANTO DOMINGO AND
THE UNIVERSITY OF RHODE ISLAND

On one hand, the UNIVERSIDAD AUTÓNOMA DE SANTO DOMINGO (UASD), a public institution of higher education, decentralized from the Dominican state, with full legal personality and its own patrimony according to the University Autonomy Act No. 5778, dated December 31st, 1961 (amended by the Law No. 292 of June 12th, 1964); ratified by the law No. 139-01 of August 13th, 2001, which is based on a model of National University: with autonomy guaranteed by the Constitution of the Dominican Republic; with its main campus located on Alma Mater A venue, Ciudad Universitaria, in the city of Santo Domingo de Guzmán, National District; with its webpage http://www.uasd.edu.do; duly represented, as established in its Organic Statute in the article 38, paragraph (d), by its magnificent Rector, DR. IVÁN GRULLÓN FERNÁNDEZ, dominican, adult, married, with identity card No.001-0066287-3, domiciled and resident in Santo Domingo de Guzmán, National District, who henceforth and for the corresponding purposes and consequences of this Framework Agreement shall be called The UASD or by its full name;

And on the other hand, the UNIVERSITY OF RHODE ISLAND (URI), public institution, founded in 1892 as the Rhode Island College of Agriculture and Mechanic Arts, changed its name to Rhode Island State College in 1909, and in 1951 to its actual name; located in Kingston, Rhode Island, United States of America; with its webpage http://www.uri.edu; duly represented in this act by its President DAVID M. DOOLEY, who henceforth shall be called The URI or by its full name;

For all the purposes and consequences of the present General Agreement of Cooperation, when the UNIVERSITY OF RHODE ISLAND and the UNIVERSIDAD AUTÓNOMA DE SANTO DOMINGO are designated jointly, they will be referred to as THE PARTIES, BOTH or BOTH PARTIES.

PREAMBLE

WHEREAS: The UASD is an institution having legal personality, which mission is, among others:

- Contribute to raising the cultural levels of the Dominican society;

- Seek the truth, the projection of a better future Dominican society and the strengthening of its true values;
- Train researchers, professionals, technical in science, humanities and art professionals, critical and aware enough to further contribute to the changes demanded by the national sustainable development;

- Develop its functions according to the ethics and scientific and intellectual rigor;

WHEREAS: The URI is the State's public learner-centered research university. It is a community joined in a common quest for knowledge. The University is committed to enriching the lives of its students through its land, sea, and urban grant traditions. URI is the only public institution in Rhode Island offering undergraduate, graduate, and professional students the distinctive educational opportunities of a major research university. Its undergraduate, graduate, and professional education, research, and outreach serve Rhode Island and beyond. Students, faculty, staff, and alumni are united in one common purpose: to learn and lead together, embracing Rhode Island's heritage of independent thought. It is all so valued the: Creativity and Scholarship; Diversity, fairness, and Respect; Engaged Learning and Civic Involvement, Intellectual and Ethical Leadership.

WHEREAS: The UASD is an academy of public service in the Dominican Republic, which aims to promote the teaching, research and extension, in the framework of the various objectives in favor of the Dominican society;

WHEREAS: This Agreement is based on the highest sense of solidarity, respect for the parties and interest for collaboration and sharing proposals and practices of education, and development support;

WHEREAS: The interest of THE PARTIES is to promote and develop mechanisms of mutual collaboration; combine efforts and resources to facilitate the implementation of programs and projects for the Dominican people;

WHEREAS: BOTH universities have signed a MEMORANDUM OF UNDERSTANDING, where they agreed to Develop and extend relationships of cooperation, in addition to Develop academic and cultural exchanges in areas of education, research, among others;

THEREFORE, and with the understanding that the above preamble is an integral part of this agreement, THE PARTIES freely and voluntarily,

HAVE AGREED AS FOLLOWS

FIRST: The purpose of this agreement is to promote the cooperation between BOTH universities, through research; development of outreach activities; academic and cultural exchange, and students exchange in the following areas: Agricultural, animal husbandry, natural sciences and environment, economy, energy, law, medicine, languages, among others to be agreed between THE PARTIES.

SECOND: To comply with the objectives indicated above, BOTH PARTIES, by mutual agreement, shall develop further specific agreements for the implementation of the following activities:

1. Exchange of faculty, researchers and students.
2. Exchange of publications.

3. Studies and research in areas of common interest.

4. Joint development of academic programs of outreach and services.

5. Joint publications and any other activity that BOTH institutions consider relevant for the achievement of the objectives of the present General Agreement of collaboration;

THIRD: Specific Agreements

The Programs and projects referred to, in the second sub-paragraph shall be subject to specific agreements of execution between BOTH universities, when in the case of central/multidisciplinary programs or projects; or between faculties, campuses, centers, schools and institutes of the respective universities, with previous authorization by the central authorities, insofar as this is necessary according to the regulations of each party;

FOURTH: Validity date and duration.

This agreement will last for five (5) years from the date of its signature and shall be automatically renewed for another five (5) years if neither of THE P ARTIES express in writing, within at least three (3) months prior to expiration of this agreement, its intention of terminate it. The activities that are in execution, at the moment of termination, must be completed. This agreement will take effect from the moment of its signing by the representatives of each one of THE P ARTIES;

FIFTH: General Provisions:

1. This agreement is carried out only under the criterion of collaboration and goodwill between THE P ARTIES, spontaneously and under a high content of social responsibility; It will not be considered as the creation of a joint enterprise, holding company, set economic or as any other form of legal relationship different from the stated expressly in the objective of itself; THE P ARTIES recognize not to have a relationship of subordination or dependency with each other and will act independently and under their own responsibility;

2. If as a result of the cooperation activities, carried out in accordance with this agreement, it gets generated products of commercial value and/or intellectual property rights, they will be subject to the applicable legal provisions and specific agreements which agreed the parties thereon, giving recognition to those who have participated in the execution of such work;

3. THE P ARTIES agree to specify that any of the institutions granted the possibility of any kind of agreement or contract on behalf of the other, or the possibility of compromising its liability beyond the terms agreed in this agreement;
4. Both, the UASD and the URI, agree to exhaust all means to resolve amicably, without
litigation, any controversy or doubt that may arise because of this agreement. For the
interpretation of such controversy or doubt, the parties will refer to its clauses, and if it
is not set in this agreement, they will refer to the common law. The parties have chosen
their domicile in the directions outlined in the introduction of this agreement;

5. **THE PARTIES** agree to designate their representatives, who will act as links between
the two institutions, in order to ensure effective continuity of the implementation of
this agreement, as well as its annual assessment, which must be reported to their
respective Rectors;

6. **BOTH** universities will establish, at the beginning of each joint activity, the possible
uses of the institutional image and their respective logos.

**DONE, READ, APPROVED AND SIGNED IN GOOD FAITH,** in fourth (4) originals of the
same tenor and legal effect, in English and in Spanish, two (2) for each one of **THE PARTIES,**

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**ON BEHALF OF THE UNIVERSIDAD AUTÓNOMA DE SANTO DOMINGO**

[Signature]

IVÁN GRULLÓN-FERNÁNDEZ
Rector

Date in the Republican Republic 11-4-2014

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**ON BEHALF OF THE UNIVERSITY OF RHODE ISLAND**

[Signature]

DAVID M. DOOLEY
President

Date in the State of Florida, United States of North America-----------------------------