

# **Memorandum of Agreement (MOA)**

**Between**

**Washington State University (WSU)  
Pullman, Washington, USA**

**And**

**Universidad de la Republica (UR)  
Montevideo, Uruguay**

## **Article I. Parties and Purpose**

The Universidad de la Republica (UR) and Washington State University (WSU) conduct programs and activities of basic and applied research, education and training, technology and information transfer, and economic development. The UR and WSU have capabilities and expertise and conduct programs and activities of interest and potential benefit to the other. The UR and WSU agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities which will enhance the programs of each.

## **Article II. Areas of Cooperation and Collaboration**

The UR and WSU agree to establish and conduct projects, programs and/or activities in one or more of the following general areas. Specific details of each will be defined by mutual agreement in writing as amendments to this Agreement. Potential areas of cooperation/collaboration include:

1. Collaborative educational programs and activities;
2. Conducting research and other scholarly activities in disciplines and on subjects of mutual interest and benefit;
3. Implementing faculty, staff and student exchanges, training and related activities;
4. Developing and implementing extension and technology transfer activities;
5. Implementing economic development projects, programs and activities;
6. Planning and institutional development;
7. Preparing and submitting grant, contract and other proposals to obtain resources to support collaborative activities; and
8. Other activities as may be mutually agreed.

### **Article III. Implementation of Collaborative/Cooperative Projects, Programs and Activities**

Specific details of any cooperative/collaborative activities to be conducted will be described and agreed upon in writing as amendments to this Agreement. Amendments will include the specific activities to be conducted, responsibilities of cooperating parties, personnel who will participate, sources, allocation and amount of resources, time, implementation procedures and other details.

### **Article IV. Cooperation with Third Parties**

Since other universities, institutes, centers and organizations may have capabilities and conduct activities which will benefit and support this collaboration, the UR and WSU may identify other cooperators for joint participation in mutually agreed upon projects and activities. The activities, responsibilities and other details of the participation of such cooperators will be defined and agreed in writing by the UR, WSU and the third party institution in an amendment to this agreement. This section does not in any way exclude or preclude either the UR or WSU from individually executing agreements and conducting cooperative and collaborative research, education, economic development and other activities with other organizations independent of this agreement and of each other.

### **Article V. Support and Resources**

The amount and source of resources and other requirements for cooperative activities will be defined in the amendments to this Agreement. The UR and WSU may jointly or individually seek funding and other support from third parties for the conduct of collaborative projects, programs and/or activities. This agreement does not obligate either the UR or WSU to provide funds and/or other resources from its own or other sources unless agreed in writing.

### **Article VI. Duration, Termination and Modification of Agreement**

This agreement shall take effect when signed by the official representatives of the institutions involved and will remain in effect for an initial period of five (5) years and may be extended by mutual agreement in writing for additional five (5) year periods as amendments to this Agreement. This Agreement may be terminated by either party with six (6) months written notice of intent to terminate. In the event of termination, each party will assume financial and other responsibilities for the completion of required and agreed activities or as such responsibilities may be modified by mutual written agreement. Any modification shall require the written approval of the President of Washington State University and the Rector of UR or their designees.

### **Article VII. Resolution of Disputes**

The parties are committed to the informal and expeditious resolution of any dispute that arises between them related to or arising from any aspect of this Agreement or either party's performance of this Agreement. If a dispute arises which the parties cannot resolve themselves, the matter shall be determined in the following way. Either party can request this process.

The parties shall form a dispute resolution panel consisting of three members. Each party shall choose one member and those two members shall mutually choose the third member in a manner that they determine.

The panel shall determine its procedures. The guiding principal shall be an expeditious resolution of the dispute. There shall be no charge to any party for these services. The three members shall issue a written decision explaining the basis for their decision. The written decision shall be final and binding on the parties.

**H. Contact Persons for Implementation**

**Universidad de la Republica**

Rector  
Universidad de la Republica  
Auda Eugenio Barzon 780  
12900 Montevideo  
Uruguay

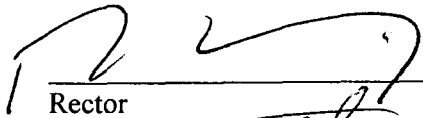
**Washington State University**

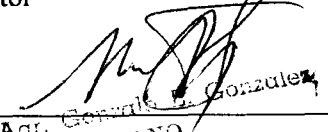
James B. Henson, Director  
International Programs  
Washington State University  
PO Box 641011  
Pullman, WA 99164-1011  
Phone: (509) 335-2541 / Fax: (509) 335-1060  
henson@wsu.edu

**I. Signatures**

**Universidad de la Republica**


Approved by:

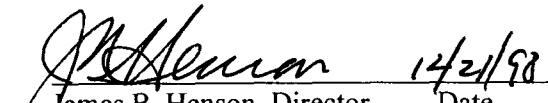
  
\_\_\_\_\_  
Rector Date

  
\_\_\_\_\_  
Dean Agr. General  
DECANO  
Facultad de Agronomia Date

**Washington State University**

Approved by:

  
\_\_\_\_\_  
Samuel H. Smith, President Date

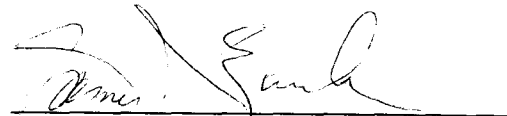
  
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James B. Henson, Director Date  
International Programs


**Memorandum of Agreement  
Between  
Washington State University  
And  
Universidad de la Republica (UR)  
Montevideo, Uruguay**


**WSU Internal Approval Form**


Recommended By:

  
Gretchen Bataille, Provost      Date

  
James J. Zuiches, Dean Date  
College of Agriculture, Human  
& Natural Resources

  
Karen P. DePauw,      Date  
Interim Dean,  
Graduate School

  
Anjan Bose, Interim Dean      Date  
College of Engineering and Architecture

  
Ralph Cavalieri, Chair      Date  
Biological Systems Engineering

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AMENDMENT NO. 1  
TO  
THE MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

WASHINGTON STATE UNIVERSITY (WSU)  
PULLMAN, WA, 99164, USA,

AND

UNIVERSIDAD DE LA REPUBLICA (UR)  
MONTEVIDEO, URUGUAY

This Amendment is No.1 to be implemented under the Memorandum of Agreement (MOA) between Washington State University (WSU) and the Universidad de la Republica (UR), Facultad de Agronomia signed on 18 OCT. 1999. The projected termination date for the MOA is five (5) years, unless extended by written approval of both parties or terminated or modified pursuant to terms of the MOA, to which this amendment is attached.

**Article I. Title of Activities:**

The title of the activities to be carried out is Graduate Student Training Program.

**Article II. Cooperating Parties:**

The following are the participating units from each university/institution.

For Universidad de la Republica:

- Faculty/College: Facultad de Agronomia

For Washington State University:

- Department: Biological Systems Engineering  
- College: Agriculture, Human and Natural Resources

**Article III. Purpose and Objectives of the Amendment:**

The purpose of the amendment is to establish a Graduate Student Training Program for UR at WSU

**Article IV. Summary of Activities to be carried out by whom and when:**

**Universidad de la Republica**

Will provide a designated program coordinator and point of contact for information to both prospective and current students in the office of the UR Dean of Agronomy. This person will also act as the liaison to WSU concerning the status of any applications or necessary communication concerning the Graduate Training Program.

Will select junior faculty in good standing at UR, both at the time of application and throughout the period of enrollment at WSU, to participate in the Graduate Training Program. They will be selected in

Uruguay by a process to be defined by the Dean of Agronomy and the faculty and must have the full approval of their academic dean and their university before beginning the application process to either the Intensive American Language Center (IALC) or the Graduate School at WSU. UR will continue to pay selected students their salaries during their studies at WSU. Complete details about the financial arrangements are given in Article VII.

UR will sign an agreement with each student concerning his/her return to UR following completion of their degree. Students must agree to return to the faculty of Agronomy at UR for a minimum of twice the amount of time spent in studies at WSU. This agreement will be in writing and completed and signed by the student and the dean of the Faculty of Agronomy at UR prior to his/her departure to the US. A copy of that agreement will be included with the application and approval forms forwarded to WSU (See Attachment I). WSU has no responsibility for the implementation of the agreement between UR and each student concerning his/her return to UR following completion of degree programs.

### **Washington State University**

Will provide a designated program coordinator and point of contact for information to both prospective and current students in the International Programs Office. This person will also act as the liaison to UR concerning the status of any applications or necessary communication concerning the Graduate Training Program. This program coordinator will also assist the WSU Graduate School and faculty in participating departments with details and questions about the application, status, and financial support for any students in the Graduate Training Program.

Will consider any UR approved applicant on the basis of established Graduate School and departmental requirements.

Agrees to accept and manage the money provided by UR for the support of the student. Complete details about the financial arrangement are in Article VII.

### **Graduate Student Training Program Participants**

Students applying to the Graduate Student Training Program must meet all the academic and English language requirements for acceptance to the WSU Graduate School and the academic department to which they apply. This includes meeting any special requirements of the department to which they may be applying.

They must apply in a timely manner to the Graduate School. The established deadlines for international applications to the Washington State University Graduate School are **April 1**, for Fall Semester; or **August 1**, for Spring Semester.

Students must read and sign the *Guidelines for Potential Graduate Students (Attachment I)*, acknowledging that they have understood the application process, deadlines, financial requirements, and rights and responsibilities of enrolling at WSU through this program. It is understood that UR students are seeking doctoral degrees through this program, and depending on departmental restrictions, may petition to do so directly without earning a masters degree once they have successfully completed a year of coursework at Washington State University. The time required to earn a degree varies among departments and for a masters degree is on average one and one half to two years and for a doctoral degree from three to four years. To remain eligible for continued support from both universities, students must maintain satisfactory progress towards their degree, as per WSU graduate school requirements and as assessed annually by their home university, their WSU department and graduate committee.

**Article V. Duration of activities:**

- Beginning date January 1, 1999
- Ending date January 1, 2004

**Article VI. Personnel to participate and the responsibilities for conducting the above indicated activities:**

UR students approved for application for admission to the WSU Graduate School should be provided information about the program by the designated program coordinator at the UR Faculty of Agronomy. Copies of the WSU Graduate Bulletin, the Intensive American Language Center application, the WSU Graduate School application, the *Guidelines for Potential Graduate Students*, and any other forms associated with this program will be available through that office. Completed application materials will then be forwarded to the International Programs office at WSU, PO Box 641011, Pullman, WA 99164-1011, where they will be copied, and distributed to the Graduate School, the appropriate department, and/or the IALC.

**Article VII. Budget:**

**Financing the Graduate Training Program:**

Under the terms of this Amendment, the number of students accepted into the program in any year will depend upon the availability of resources at both WSU and UR and the suitability of candidates. Any UR student who has started in the program as of spring semester, January, 1998, will be considered a part of this agreement.

By signing this Amendment #1, the signatories agree to the following financial arrangement for support of graduate students enrolled at WSU through this program:

**Universidad de la Republica:**

Agrees to continue to pay full salary and benefits to students accepted to the Intensive American Language Center for English Language training and for graduate programs at the masters or doctoral level.

- If the student is enrolled in the IALC, UR agrees to continue to pay those salaries directly to the student through a method mutually agreed upon by the student and UR.
- If the student is enrolled as a WSU graduate student, UR agrees to pay the student's salary, and any additional amount required, to equal one half (50%) of the total cost of enrollment as a graduate student on Research Assistant (RA) appointment at WSU. This support will initially be for two (2) years, provided the student maintains satisfactory progress towards completion of his/her degree. It will be renewable on an annual basis thereafter as required for completion of the degree.

In 1998-9, the annual cost required for a graduate student Research Assistantship RA at WSU is \$21,000. Tuition and fees are set by the State Legislature, are changed from time to time by legislative action and cannot be adjusted by WSU under State law at this time. This law is subject to change at any time and this contract shall be automatically amended to comply with the laws and regulations in effect at the time any student attends WSU. The salaries and any additional supplement needed to provide 50% of the

annual cost (\$10,500 in 1998-99) per student must be paid as a bankable check, in U.S. funds, made out to Washington State University, and mailed to International Programs, WSU, PO Box 641011, Pullman, WA 99164-1011. It will be recorded and directed to the Graduate School where it will be deposited into a designated WSU account established to handle those funds for the educational costs of the student.

The UR contributions may be paid on a monthly, semester, or annual basis as agreed upon in writing between WSU and UR. If the salary is greater than the amount required for the UR portion of the cost, the remainder will be paid to the student in a manner agreed upon between the student and UR. In May of each year, a report indicating the expenditure of funds for whom and in what amounts will be provided the designated UR coordinator of the program. UR funds must be available to meet the monthly payment due dates for students. WSU, under state law, is not allowed to provide credit to any person or organization.

**Washington State University:**

International Programs agrees to manage the UR salaries and any additional funds contributed for students accepted into the Graduate Training Program, and use them exclusively to support the costs of the educational programs of the participating students. The money will be used, with additional support from departments and colleges, to fund half time research assistantships RA for the participating UR graduate students.

Departments agreeing to accept a student in the program must agree to provide the other one half (50%) of the cost for the student on a RA as described below for at least two (2 )years, provided that the student is making satisfactory progress towards completion of the degree, as assessed annually by the student's advisor, and home university. This money may be from a variety of sources, including contributions from the college, or grants or contracts. The composition of the support will vary with the department, and the resources available to it and its faculty. The support will be renewable on an annual basis after the initial two years. Payment to students will be as per WSU regulations for any research assistant.

At this time, State law and regulations allow students on a 50% appointment to work 20 hours per week in a research position in an academic department, for which they receive a resident operating fee tuition waiver and waiver of the non-resident portion of the tuition. This law and corresponding regulation are subject to change at any time and this contract shall be automatically amended to comply with the laws and regulations in effect at the time any student attends WSU. In the 1998-9 academic year, 50% RA's were responsible for \$567.00 annual tuition and fees and were paid an annual stipend ranging between \$12,912 (masters study) \$13,704 (doctoral study), plus medical insurance benefits for the student at either level valued at \$1,000. The difference between the value of the UR salary, and the annual stipend for the RA must be made up by a combination of departmental, college, grant, and/or private resources. The support of spouses and dependents is the responsibility of the student, who must demonstrate sufficient financial resources to do so before enrolling at the university. Medical insurance for spouse and other family members must be purchased by the student.

WSU will make available information and assistance to the participating graduate students to obtain appropriate housing, the cost of which shall be borne by the students.

**Article VIII. Termination of Amendment:**

This Amendment may be terminated by either party with 6 months prior written notice of intent to terminate. All obligations by the parties to this Amendment must be completed. Both parties may agree in writing that specific activities are not to be completed and the conditions thereof.

**Article IX. Modifications and Responsibilities**

The obligations of the parties under this Amendment are limited to the participants and do not include spouses or dependents.



Both institutions shall communicate on a regular basis through designated program coordinators, and shall exchange catalogs, bulletins and other information relevant to degree requirements, courses, registration, and degree completion.

All parties to this Amendment and any participating students in the Graduate Training Program will abide by all relevant Washington State laws and regulations, United States federal laws and regulations and WSU rules, regulations, policies, and other relevant requirements.

Any articles in this Amendment may be amended or revised by the two universities after consultation and mutual agreement. Any such amendment must be in writing and must be signed by both parties. Any issues not mentioned in this Agreement shall be resolved through mutual agreement, and each party covenants that it will make good faith efforts to reach such an agreement as indicated in the MOA.

**Article X. Contact Persons**

**Universidad de la Republica**

Dean Facultad de Agronomia  
Unidad de Convenios  
Universidad de la Republica 12900  
Garzon 780  
Montivideo, Uruguay  
Phone: 59 82 309-5478  
Fax: 59 82 309-3004

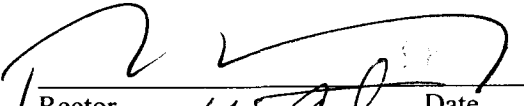
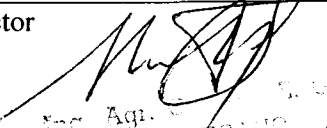
**Washington State University**

James B. Henson Director,  
International Programs  
Washington State University  
PO Box 641011  
Pullman, WA 99164-1011  
Phone: (509)335-2541  
Fax: (509) 335-1060  
Email: henson@wsu.edu

**Article XI. Signatories:**


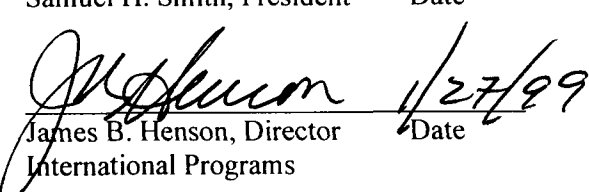
**Universidad de la Republica**

Approved by:

  
\_\_\_\_\_  
Rector Date  
  
\_\_\_\_\_  
Dean, Date  
Facultad de Agronomia,

**Washington State University**

Approved by:

  
\_\_\_\_\_  
Samuel H. Smith, President Date 3/14/99  
  
\_\_\_\_\_  
James B. Henson, Director Date 1/27/99  
International Programs

