

## **AGREEMENT**

BETWEEN

**THE UNIVERSITY OF CALIFORNIA**

AND

**THE UNIVERSITE D'ETAT D'HAITI**

This is an Agreement between ten campuses of THE UNIVERSITY OF CALIFORNIA: BERKELEY, DAVIS, IRVINE, LOS ANGELES, MERCED, RIVERSIDE, SAN DIEGO, SAN FRANCISCO, SANTA BARBARA, SANTA CRUZ (herein referred to as “UC”) and UNIVERSITE D'ETAT D'HAITI (herein referred to as “UEH”) on **1 May 2011**.

### **SCOPE OF COLLABORATION**

UC and UEH recognize the value of educational, cultural, and scientific exchanges between international research universities, and have determined that sufficient interest exists to establish a formal relationship to encourage the exchange of **faculty, researchers, clinicians, staff members, undergraduate and graduate students**. To accomplish this, UC and UEH agree as follows:

1. Both institutions will encourage members of their faculties, health providers, and research communities to participate in this program. The participation in any proposed activities, and the acceptance of any participants, will be at the discretion of the host university campus.

2. Travel and accommodation costs of participants in the exchange program will be the responsibility of the sending institution. It is understood that both institutions will seek such funds from extramural sources if available and that participating institutions will not be required to use institutional funding if extramural funding is not acquired.
3. Each host institution will provide Visiting Scholar, Visiting Preceptor, or Visiting Researcher status for exchange faculty, health providers, and researchers accepted from the sending institution. When possible, the host institution will provide appropriate access to facilities and resources to carry out the intended activity.
4. UEH and UC will facilitate the exchange of undergraduate and graduate students. For undergraduate students, admissions to non-degree, short-term programs will be determined by both institutions subject to approval by co-directors (one from UEH and one from UC) of each specific program. For graduate students, admission to degree programs will be subject to normal admission requirements and the approval of both the Office of Graduate Studies and faculty in charge of the intended program of study. The financial support of such undergraduate or graduate students will be negotiated on a CASE-BY-CASE BASIS. Program-specific scholarships may also be available from extramural sources, and will be solicited by participating institutions, but those institutions will not be required to use institutional funding if extramural funding is not acquired.
5. Subject to availability of extramural funds, and the approval of each institution, collaboration will be carried out through programs such as:
  - A. Joint educational, cultural and research activities, which include the faculty, researchers, health providers, administrative staff, and students in the aforementioned clauses;
  - B. Exchange of administrative staff for consulting and technical assistance purposes;
  - C. Joint teaching and supervision of students;
  - D. Staging of joint seminars, conferences and academic meetings;
  - E. Special academic programs, including professional training;

- F. Non-obligatory and voluntary exchange of academic materials of mutual interest, including such items as scholarly publications, curricula information, and pertinent research reports;
- G. Joint collaborative grant proposals;
- H. Education abroad options for undergraduate and graduate students, including exchanges, internships, electives and practicum programs;
- I. Facilitation of student-led community development and public service projects with participant student leadership bearing responsibility for sustaining project continuity.

The terms of such collaboration and the necessary budget for each program and activity will be mutually discussed and agreed upon in writing by UC and UEH prior to initiation of the particular program or activity, and such programs and activities will be negotiated on a mutual basis. UC and UEH will designate co-directors to develop and implement specific activities and programs.

Each UC Campus operates independently from each other, thus decisions for exchanges must be in discretion of the individual campuses.

- 6. The visiting scholars participating in all programs shall be subject to the federal/national government and host university's policies and regulations concerning their status and intellectual property.

#### **TERMS AND TERMINATION**

- 1. Implementation of this Memorandum of Understanding will be in accordance with the Regulations and Policies of both institutions. Participants will be equal partners in carrying out the provisions of the agreement, subject to the provisions of the policies and requirements of the participating institutions.
- 2. Each institution has designated an office to manage this collaboration; for all ten UC campuses, that office is the UC Haiti Initiative. For UEH, that office is the Rectorat.

3. This agreement will go into effect on the last date of signature by all parties and shall remain in effect for five years, with the possibility of renewal. However, if either institution desires, it may be terminated at any time after the first six months by giving six months' prior written notice to the other and both UEH and UC will grant each other's participants the rights to complete their research, training, or program according to their initial schedule.

## **GOVERNANCE OF COLLABORATION**

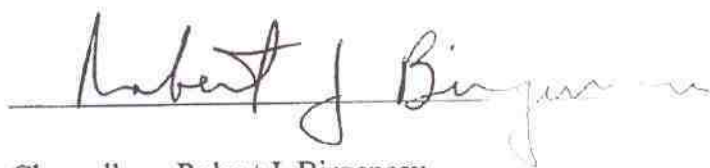
1. A steering committee will be established with a mandatory 50:50 ratio from both UC and UEH.
2. There will be no numerical limits on the size of the committee.
3. The Steering Committee will oversee the well being of this collaboration and will help facilitate the realization of its programs, such as those enumerated in Article 5 of the SCOPE OF COLLABORATION.
4. The Steering Committee will facilitate and guide program-specific agreements but will not bear oversight authority on the terms of individual programs nor have any fiduciary liability.

L'UNIVERSITE D'ETAT D'HAITI:



Recteur – Jean-Vernet Henry

THE UNIVERSITY OF CALIFORNIA, BERKELEY



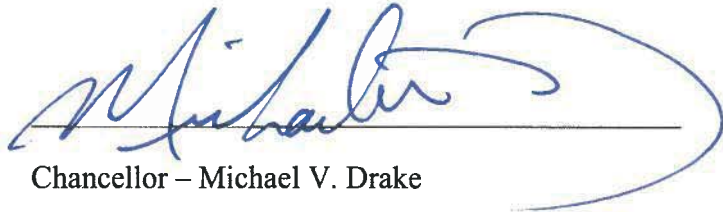
Chancellor – Robert J. Birgeneau

THE UNIVERSITY OF CALIFORNIA, DAVIS



Chancellor – Linda B. Katehi

THE UNIVERSITY OF CALIFORNIA, IRVINE

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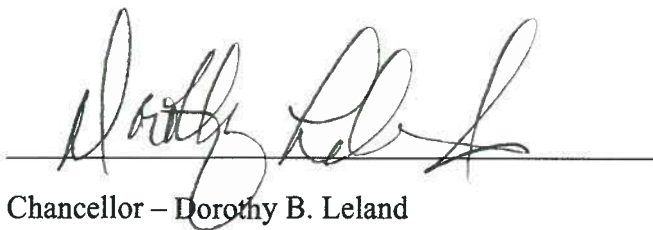
Chancellor – Michael V. Drake

THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

A handwritten signature in black ink, appearing to read "Gene D. Block", written over a horizontal line. The signature is written in a cursive style.

Chancellor – Gene D. Block

THE UNIVERSITY OF CALIFORNIA, MERCED

A handwritten signature in black ink, appearing to read "Dorothy B. Leland", written over a horizontal line. The signature is written in a cursive style.

Chancellor – Dorothy B. Leland

THE UNIVERSITY OF CALIFORNIA, RIVERSIDE

Tim White 7/22/11

Chancellor – Timothy P. White

THE UNIVERSITY OF CALIFORNIA, SAN DIEGO

Mary Anne Fox 6/27/11

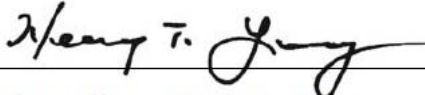
Chancellor – Marye Anne Fox

THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

Susan Desmond-Hellmann

Chancellor – Susan Desmond-Hellmann

THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA

  
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Chancellor – Henry T. Yang

THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ

  
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Chancellor – George R. Blumenthal