

AGREEMENT FOR ACADEMIC COOPERATION BETWEEN FAIRLEIGH DICKINSON UNIVERSITY (U.S.A.)



PONTIFICIA UNIVERSIDAD CATÓLICA MADRE Y MAESTRA (D.R.)

FOUR YEAR BACHELOR OF ARTS IN INDIVIDUALIZED STUDIES (FROM FDU) WITH A CONCENTRATION IN LATIN AMERICAN STUDIES, HALF TAUGHT AT FDU AND HALF AT PUCMM.

FAIRLEIGH DICKINSON UNIVERSITY (FDU) and PONTIFICIA UNIVERSIDAD CATÓLICA MADRE Y MAESTRA (PUCMM) agree to the following to foster international cooperation in education.

FDU and its representative, Dr. J. Michael Adams, President, and PUCMM and its representative, ________, both with legal capability to accept agreements and to obligate themselves and the institutions they represent, present this Agreement for academic collaboration.

Under this Agreement, FDU will offer the first and fourth year of the program and PUCMM will offer the second and third. Academic details for the programs are provided in Appendices. As of the time of signing this agreement, curricula have been designed for "Business", "Hotel, Restaurant and Tourism Management", "Information Technology", and "Electrical Engineering". Others may be added in subsequent years.

I. Authorization to Operate

PUCMM is an educational institution legally constituted in accordance with the laws of the Dominican Republic to teach tertiary level programs. Similarly, FDU is an accredited private university in the U.S., accredited by the Middle States Association of Colleges and Schools (MSA Commission on Higher Education) and recognized as such within the State of New Jersey. FDU is also accredited by the Association for the Advancement of Collegiate Schools of Business International (AACSB). If, for any reason, PUCMM loses its authorization or accreditation to offer associate degrees or FDU loses its authorization or accreditation to offer bachelor degrees then the other party could exercise its right, under Section V. Legal Considerations, Clause G, to terminate this Agreement.

II. Academic Considerations

A. To be admitted to FDU:

- 1. Students must be high school graduates.
- 2. Students must present SAT or ACT scores.
- 3. It is recommended that students complete 16 academic (college preparatory) units in high school, with a distribution as follows: English, 4; mathematics, 3; history, 2; laboratory science, 2; electives, 4.

B. To graduate from the program:

- 1. Students are required to maintain a GPA of 2.0 throughout the four years of the program.
- 2. Students will complete the appropriate credits (minimum of 60) at FDU and the appropriate credits at PUCMM, as indicated in the appendices for each academic program. The program has a 120 credit minimum.
- C. PUCMM and FDU further agree to communicate with each other concerning curriculum changes which affect the agreed upon relationships between articulated programs at the respective institutions, and to communicate concerning the development of plans which might lead to future opportunities for program articulation between the two institutions. Responsibility for communication related to this Agreement will be given to the PUCMM and FDU signatories or their designees.

III. Financial Considerations

- A. The tuition cost of each of the four years will be \$10,700 per year for the class beginning September 2007. Subsequent entering classes will have a price based on university-wide increases in tuition.
- B. Payment of tuition will be made before each semester's registration to FDU.
- C. During years one and four of the students' program, they will register at FDU for their studies. Students will pay \$10,700 tuition and approximately US\$1,000 in fees.
- D. During years two and three of the students' program, they will register at FDU for their studies at PUCMM. Students will pay \$10,700 tuition and approximately US\$1000 in fees per year (two semesters).
- E. During years two and three of the program, FDU will pay PUCMM \$US25.00 per student-credit, *i.e.* approximately US\$750 per year per student plus US\$1000 in fees.
- F. Both parties understand that in addition to tuition and fees, students will be responsible for room, board, books and other materials, roundtrip airfares, laundry and other personal expenses, including medical insurance.

IV. Promotional Considerations

- A. Each party will provide the other with copies of its program documents/syllabi; prospectuses; program leaflets; application forms and other publicity material and information as requested. Any promotional material produced by either party in connection with this Agreement shall be subject to the prior approval of the other party. The use of the name or logo of one party by the other party will be subject to written approval on a case-by-case basis.
- B. PUCMM will provide a person to travel to FDU to familiarize students with PUCMM and facilitate registration into the second year of study.

V. Legal Considerations

- A. PUCMM agrees to exonerate and indemnify FDU (its Trustees, employees and representatives past, present and future) and hold it and them harmless against all claims, suits, damages, and costs (including reasonable legal costs) that arise out of or are related to this program.
- B. FDU agrees to exonerate and indemnify PUCMM (its Trustees, employees and representatives past, present and future) and hold it and them harmless against all claims, suits, damages, and costs (including reasonable legal costs) that arise out of or are related to this protocol.
- C. The parties will seek to resolve any dispute by negotiation and correspondence between representatives of each university. In the event that a dispute cannot be so resolved, the parties agree to attempt to resolve the matter through a formal mediation.
- D. Nothing in this Agreement requires either institution to maintain a program in any area articulated herein or courses preparatory to such programs. However, in the event of termination of one or more programs in this Agreement, FDU agrees to teach out any students who have entered the FDU portion of their program as well as those students who have completed the PUCMM portion of their program.
- E. All conditions in this Agreement are subject to the student's either possessing American citizenship or Permanent Resident Alien Card. Neither FDU nor PUCMM is responsible for obtaining these documents. However, PUCMM will obtain any required visa extensions for students during their stays in the Dominican Republic.
- F. This Agreement will remain valid for a period of three years from the date of its signature by both parties. The Agreement may be subject to review by mutual agreement of the parties.
- G. This Agreement may be terminated by a twelve-month prior written notice initiated by either party. This Agreement may be terminated by either party at any time the other fails to adhere to any of the terms and conditions established in the Agreement, provided that the party seeking termination gives the other written notice describing the cause for termination and provides the other one-hundred-twenty (120) days from the date of such notice to correct the cause. Such termination shall not affect activities in progress at that time. All notices shall be sent registered mail to the individuals and addresses noted below.

TO FDU:	President Fairleigh Dickinson University 1000 River Road Teaneck, NJ 07666 U.S.A.
TO PUCMM:	

H. This Agreement does not restrict FDU or PUCMM from entering into agreements with any other College or University.

The parties signing this Agreement on behalf of their principals or employers have full authority to do so and that their principals have taken the required steps to have this Agreement negotiated and signed. This Agreement shall become effective when signed by officials of both parties.

For FDU:	For PUCMM:
Dr. J. Michael Adams	
President	
Date	Date