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STUDY ABROAD AGREEMENT BETWEEN
MORGAN STATE UNIVERSITY IN BALTIMORE, MARYLAND, UNITED STATES OF
AMERICA AND
UNIVERSIDAD TECNOLÓGICA DEL CHOCÓ DIEGO LUIS CÓRDOBA, IN CHOCÓ,
COLOMBIA

Morgan State University, an agency and instrumentality of the State of Maryland, located at 1700 E. Cold Spring Lane, Baltimore, Maryland 21251, United States of America, hereinafter referred to as "Morgan" and Universidad Tecnológica del Chocó Diego Luis Córdoba, located in Chocó, Colombia, hereinafter referred to as UTCH, (collectively the "Parties" or individually a "Party" or "Institution"), have developed this Study Abroad Agreement ("Agreement") to establish the following Agreement:

ARTICLE I: OBJECTIVE OF THE AGREEMENT The purpose of this Agreement is to establish a mutually beneficial educational and research relationship in certain fields and disciplines offered at the two (2) institutions. Cooperation between the two (2) universities will be undertaken from the perspective of promoting academic and cultural ties. This Agreement establishes between the Parties a formal understanding of the scope of operations, and for the following activities.

ARTICLE II: SCOPE OF THE AGREEMENT. This Agreement is subject to the availability of funds of either Party. Activities covered by this Agreement include:

- Section 1. The exchange of students from each Party for traditional student exchange programs;
- Section 2. The exchange of faculty members for teaching, research, or both; or the hosting of visiting faculty from the either Party;
- Section 3. The organization of joint seminars and conferences; Section
- 4. The exchange of academic program materials; Section
- 5. The participation in joint distance learning as tool for teaching courses;
- Section 6. The development of joint research and publications;
- and Section 7. The participation in study abroad programs by students enrolled in either Party.

ARTICLE III: GENERAL PROGRAM REQUIREMENTS

Section 1. In this Agreement, unless the context implies otherwise:

- a) "Exchange" shall mean a one-for-one exchange of students and/or faculty from each Party.
- b) "Exchange Students" shall mean students participating in the exchange implemented herein.



- c) "Home Institution" shall mean the institution from which the student intends to graduate.
- d) "Host Institution" shall mean the institution that has agreed to receive the Exchange
- e) Student from the Home Institution.
- f) "Study Abroad Students" shall mean degree-seeking or non-degree seeking students participating in a semester program at the Host Institution.
- g) "Visiting Students" shall mean degree seeking students with comparable transferring credits participating in a semester program at the Host institution. OGC Approved Study Abroad Agreement-00011262019 h) "Exchange Faculty" shall mean faculty participating as educators or researchers in the exchange program implemented herein. "Program" shall mean the program(s) of study covered by this Agreement and described in Article III Section 8 of this Agreement.

Section 2. Tuition and fees: a) Students attending either Institution as Exchange Students, Study Abroad Students, or Visiting Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution. Students attending either Institution as degree seeking students shall pay tuition as determined by the Host Institution.

b) Exchange programs established under this Agreement shall operate on a reciprocal, no- cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged to or collected from Exchange Students. Fees for campus services may be charged to the Visiting Student. All Morgan tuition, fees, and charges are subject to modification.

Section 3. Funding Resources and Insurance: Each Party affirms that its Exchange Students will have the necessary personal funding resources to sustain their financial obligations as students. Each Institution affirms that its participating students will have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Before a Study Abroad Student's departure from the country where the Home Institution is located, the Home Institution will require the Study Abroad Student to have medical insurance or equivalent access to medical services valid for use both while traveling to and from the Host Institution and while studying at the Host Institution, to cover the Study Abroad Student during the entire period of the Study Abroad Student's participation in the Program. Costs for such services shall be borne by the Study Abroad Student. The Host Institution agrees to make emergency medical services available to each Study Abroad Student. Any costs for such services shall be borne by the Study Abroad Student receiving such services.

Section 4. Housing and travel: The Host Institution will facilitate the logistical arrangement of lodging for Exchange Students and Exchange Faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the Program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties. The Host Institution will guarantee space in the Program for the Study Abroad Students.



Section 5. Student conduct and academic policy: While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their Program. All Exchange Students must adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the Program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with the Host Institution's policy, and the student so dismissed OGC Approved Study Abroad Agreement-00011262019 will be expelled from student housing and escorted to the airport by a designated official. Neither Party is responsible for any fees due to the airline, which must be paid by the student or will be charged to the Home Institution if the student does not have the necessary funds. Notice of such dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

The Home Institution of each Study Abroad Student will approve the course of study to be undertaken at the Host Institution prior to departure of the Study Abroad Student. No later than two (2) weeks after the end of each academic semester, the Host Institution will forward a record of the courses and grades received by each Study Abroad Student to the Home Institution. The Home Institution will maintain final responsibility for the awarding of grades and for establishing the requirements for matriculation, promotion and graduation of Study Abroad Students. The Home Institution will maintain all academic records and issue transcripts in accordance with its policies.

Section 6. Number of Students The Parties will consult and establish the number of students to be exchanged as full time, non-degree students under the provisions of this Agreement by December 1 of each year.

Section 7. Authority The Parties retain at all times the ultimate authority over all admission and subsequent academic decisions respective to each Host Institution. All Exchange students from [Enter Host Institution name] must have the appropriate level of "Test of English as a Foreign Language" (TOEFL) or alternatives to include "International English Language Testing System" (IELTS) or "Michigan English Language Assessment Battery" (MELAB) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate English as a Second Language (ESL) education prior to formal admission to the Program. Exemptions may apply for students primarily educated in English speaking countries or territories.

Section 8. Academic Program

A. The program of study covered by this Agreement is described as follows: All academic programs offered at Morgan, and all academic programs offered by UTCH (the "Program").

B. At least thirty (30) days prior to the commencement of the academic semester, the Parties will establish the courses to be offered, the exact program dates and other details pertinent to the Program.

Section 9. Program Administration **A.** Each Party will appoint a director who will be responsible for the coordination and administration of the Program ("Director").



B. Faculty and/or administrators from the Home Institution may make periodic on-site visitations to the Host Institution. OGC Approved Study Abroad Agreement-00011262019

C. The Director(s) or other designee(s) of the Parties will be responsible for regular supervision of the Study Abroad Students.

D. The Host Institution will provide student support services and academic counseling for all Study Abroad Students. Such services and counseling will be comparable to those normally provided to its own students of the same academic level in the department to which a particular student is assigned.

E. The Home Institution will publicize the Program on its campus.

F. The Home Institution will provide registration services for Study Abroad Students, including financial aid counseling and services as appropriate.

G. The Home Institution will provide pre-departure orientation for Study Abroad Students.

Section 10. Study Abroad Students.

A. The anticipated enrollment pursuant to this Agreement is five (5) Study Abroad Students per academic semester.

B. The Parties will determine the number of Study Abroad Students each semester based on the availability of openings and the number of qualified applicants interested in participating in the Program.

C. The Home Institution will provide the Host Institution with a list of students nominated for participation in the Program for the upcoming academic semester. The Host Institution reserves the right to approve such nominated students. The parties will agree on a final list of Study Abroad Students no later than (30) days before the start of the academic semester.

D. Eligibility requirements for Study Abroad Students are as follows: • Currently enrolled in an academic program at Morgan or at UTCH • Be in good academic standing

E. Study Abroad Students shall have the same privileges and shall enjoy the same medical, sports, and other amenities as other students enrolled at the Host Institution.

F. Study Abroad Students shall be subject to the policies, rules and regulations of the Host Institution.

ARTICLE IV: EXCHANGE OF FACULTY MEMBER AND HOSTING OF VISITING FACULTY.

The process for establishing an exchange of faculty members shall be as follows:

a. Interested faculty members shall submit teaching and/or research proposals to their own institution's academic officers for review and approvals of concept.



- b. Proposals must include explanation of the source and method of compensating and funding the expenses of visiting faculty members;
- c. Approved proposals and the proposing faculty member's credentials are sent to their counterpart faculty member(s) and academic officers for review and approval by the Host Institution.
- d. If there is mutual interest, the academic officers of the Host Institution shall contact the proposing faculty member(s) and their academic officials, inviting a fuller outline OGC Approved Study Abroad Agreement-00011262019 of the terms and conditions under which the visit would take place.
- e. The purpose of any such visit must be teaching or cooperative research. No such visit shall exceed one (1) academic year as defined by the Host Institution.

ARTICLE V: TERM AND TERMINATION.

This Agreement shall enter into force upon mutual signature and shall remain in force for a period of five (5) years, and may be modified or extended by written agreement of the Parties. Either Party in writing within 90 calendar days notice may cancel this agreement. In the event the Agreement is not renewed or otherwise terminated, any ongoing related activity will continue until the completion of the current semester in which the termination occurs.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES.

Section 1. Morgan represents and warrants that it is an agency and instrumentality of the State of Maryland, acting in its higher education capacity, and has the legal capacity to enter into this Agreement. Section

2. UTCH represents and warrants that it (1) is an educational entity in good standing in the country of Colombia and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VII: MISCELLANEOUS.

Section 1. No Agency: Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange Program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2. Compliance with laws: The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. The Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (the "Anti Kickback Enforcement Act") (41 USCA §§51-58, et seq.).



By agreeing to this binding Agreement, the Parties:

- a) certify that they have not paid kickbacks directly or indirectly to any employee of Morgan for the purpose of obtaining this or any other agreement, purchase order or contract from Morgan; and
- b) agree to cooperate fully with any Federal Agency investigating a possible violation of the Anti-Kickback Enforcement Act. Furthermore, both Parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1, et seq.), which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

Section 4. Utilization of logos and other university propaganda Neither the Home nor the Host Institution shall use any identifying marks or indicia of OGC Approved Study Abroad Agreement-00011262019 the other without the expressed written permission of the other Party.

Section 5. Equal Opportunity: Both Parties subscribe to a policy of equal opportunity and shall not discriminate on the basis of age, race, color, gender or gender identity, genetic information, religion, national origin, marital status, sex, sexual orientation, marital status, veteran status or disability.

Section 6. Authoritative Version: The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 7. Severability: If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby

Section 8. Whole Agreement and Amendments: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement (i) is in writing; (ii) refers to this Agreement; and (iii) is executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 9. Force Majeure: Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by either the Party, or failure or delay in delivery by suppliers or delays in transportation.

Section 10. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the State of Maryland. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than



that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in the State of Maryland shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. OGC Approved Study Abroad Agreement-00011262019

Section 11. Cooperative Research

- Morgan and UTCH are encouraged to be engaged in joint research and demonstration projects of mutual interest.
- Morgan and UTCH will enter into a separate written agreement to cover items such as equipment, experimental materials, travel, stipend, and any other relevant resources.

Section 12. Intellectual Property. In the event that the Parties collaborate in the development of intellectual property, including but not limited to, licenses, patents, and inventions the ownership rights to the intellectual property shall be defined in writing by a separate agreement to be executed by the appropriate administrative officials at Morgan and UTCH.

Section 13. Notices All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

Universidad Tecnológica del Chocó Diego Luis Córdoba:
Dr. David Emilio Mosquera Valencia
Rector Universidad Tecnológica del Chocó Diego Luis Córdoba
Cra. 22 No 18B-10 B/ Nicolás Medrano - Ciudadela Universitaria Quibdó - Chocó
Tel: (+574) 672 6565 rectoria@utch.edu.co

Morgan State University:
Dr. Hongtao Yu Provost & Senior Vice President for Academic Affairs
1700 E. Cold Spring Lane Baltimore, Maryland 21251,
USA (443) 885-3350 hongtao.yu@morgan.edu.

ARTICLE VIII: CONCLUSION By signing below, each Party acknowledges its agreement with the



terms and conditions of this Agreement and each signatory represents and warrants authorization to sign on behalf of and to bind said Party to all of the terms and conditions of this Agreement.

Morgan State University,

**Universidad Tecnológica del Chocó
Diego Luis Córdoba,**

DocuSigned by:

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**Dr. David Wilson,
President Signing Authority**


**David Emilio Mosquera Valencia
Rector**

05-Jun-23 | 11:15 AM EDT

Date: , 20__ Date: _____, 20__

05 JUN 2023