

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**Webster University**  
**AND**  
**Universidad Autónoma de Guadalajara**

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**SUBJECT TO CONTRACT**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made by and between Webster University, St. Louis, Missouri, USA, hereinafter referred to as “WU,” and Universidad Autónoma de Guadalajara, Mexico, hereinafter referred to as “UAG.”

**WHEREAS,** WU and UAG have recently concluded friendly conversations on potential partnerships;

**WHEREAS,** both WU and UAG are institutions of higher education and are committed to the ideal of preparing students for international and global careers and lives;

**WHEREAS,** both WU and UAG desire to expand their international education initiatives, student and faculty exchanges, cultural interchanges, and research through partnership and mutual assistance;

**WHEREAS,** both WU and UAG share common goals and objectives related to the internationalization of their programs;

**WHEREAS,** it is the intention of WU and UAG to stimulate cooperation, exchanges, communication, curriculum development, and research between the institutions including their faculty and students, thus enhancing the educational quality and resources of both institutions;

**WHEREAS,** the cooperation, implementation and coordination of the international programs herein contemplated will be an ongoing and continuous process, refined and defined over time;

**NOW, THEREFORE,** the parties enter into this MOU and declare their mutual intention in principle to cooperate and to develop the academic, research, and cultural interchanges outlined below:



## ARTICLE I STUDENT EXCHANGE

WU and UAG intend mutually to develop a reciprocal student exchange program. Hereinafter “home institution” shall refer to the sending institution and “host institution” shall refer to the receiving institution. The main highlights of this program include:

**a) Reciprocity of Exchange**

A balance of student exchanges will be maintained between the two institutions. Exchanges will be calculated on a semester basis. At an annual reconciliation, to be conducted at the conclusion of each academic year, exchange imbalances, if any, will be addressed. In the event that either institution has been financially disadvantaged during the preceding academic year, the parties will discuss compensation or other adjustment.

**b) Selection of Exchange Students**

Each University will identify its own students able and willing to study in the other institution’s language(s) of instruction and will request the other University to accept them as exchange students. WU and UAG agree that minimum language proficiency in English or Spanish will be determined through a mutually acceptable mechanism that may involve language proficiency tests. The host University will provide supplementary language training if necessary.

**c) Study Program and Evaluation**

Participating students will work with the study abroad officials at the host institution, in consultation with their academic advisors (or study abroad officials) at their home institution, to select appropriate courses from choices available. Academic performance shall be evaluated according to the academic policies of the host institution. The duration of stay for participating students will not exceed one academic year at the host institution. Exchanges of a half-year (one semester) are typical. WU agrees to provide study abroad opportunities to qualified UAG students at its home campus in St. Louis, Missouri, as well as at selected campus centers in Europe and Asia.

**d) Academic Record**

Each participating student will submit to his/her home institution the academic record obtained from the host institution. The home institution retains responsibility for evaluating and transcribing the official record from the host institution according to the policies of the home institution.

**e) Tuition and Expenses**

Each participating student will pay the appropriate tuition fees to the home institution and shall be exempt from the payment of additional tuition fees to the host institution. Participating students shall, however, be responsible for payment of any regular laboratory fees, textbook fees, or any special course-specific fees associated with course registrations at the host institution. Students will be informed of any such fees prior to departure from their home institution. Exchange students are responsible for their own expenses including travel expenses, accommodation costs, health care fees (even if required), etc. Scholarship



assistance, if available, may be used to subsidize these costs. The host institution agrees to assist students in finding accommodations at a reasonable cost. For the purposes of any agreement concluded within the terms of this MOU, students from affiliated institutions shall be treated by the host institution as if they were regular students of the home institution.

**f) Review**

WU and UAG will monitor the balance of exchanges. Movement of students between the two institutions will be regularly assessed, with appropriate measures taken to maintain a balance. The institutions also agree to provide regular assessment information to each other for purposes of improving the students' study abroad experience.

## **ARTICLE II FACULTY EXCHANGE**

During this program, WU and UAG intend mutually and cooperatively to identify, permit, and facilitate an exchange of faculty. These exchanges may include short-term visits, as well as semester or year-long exchanges. While all academic disciplines may be possible, special emphases in the following areas are especially valuable: business administration, computer science, education, communications, international relations, and international studies.

- a) The home institution will be responsible for maintaining the faculty member's salary during the period of the exchange.
- b) The host institution will be responsible for accommodations. If the visiting faculty member is also teaching a course at the host institution, adjunct faculty compensation consistent with prevailing host institution scales and practices will be paid to the visiting faculty member or the home institution (as determined by the home institution.)
- c) Travel costs (round-trip, coach class plane tickets) will be paid either by the individual faculty member, or by the institution (whether home or host) requesting the faculty visit or exchange.
- d) WU and UAG will inform participating faculty members of estimated medical insurance costs (which might be obligatory) and other personal costs. Such costs will be born either by the home institution or by the participating faculty member.

## **ARTICLE III NEW ACADEMIC PROGRAMS**

WU and UAG have an interest in jointly developing innovative master's degree program(s) focused on disciplines such as: NAFTA, or E-commerce. Such new program(s) should not compete with graduate programs already offered at UAG, including the UAG MBA degree. WU and UAG intend to develop collaboratively proposal(s) for such programs, with each institution



providing its own distinctive faculty specializations and resources. Such proposal(s) will include an outline of curriculum, faculty resources, details on program administration, business plan, and other necessary components of a joint program. WU and UAG intend to try to develop such proposals on or before May 31, 2001, with possible implementation, subject to agreement, in the succeeding academic year.

## **ARTICLE IV OTHER COOPERATION**

WU and UAG agree in principle to pursue other cooperative initiatives including Continuing Education, and other mutually agreed upon areas. Other examples of future collaborations may include articulation agreements, joint ventures, curriculum development, professional development programs, exchange of academic materials, joint research activities, and co-sponsored conferences or symposiums. Such initiatives as are developed shall be defined by formal agreement between WU and UAG.

## **ARTICLE V CONDITIONS**

The following conditions, together with such others as are mutually agreed, shall govern any such agreements as may be concluded between WU and UAG:

**a) Compliance, Applicable Law, Licensure, Accreditation**

WU and UAG shall be responsible for compliance with and implementation of applicable respective national, state, regulatory and/or other licensing agencies during the term of any agreements concluded, which shall be governed by and construed in accordance with applicable laws and statutes of the respective regulatory agencies of WU and/or UAG, and shall be contingent upon WU and UAG securing and maintaining all necessary accreditation, approvals, and/or licenses.

**b) Third Party Obligations**

Agreements, if any, shall be made solely for the benefit of WU and UAG and their students and faculty, and shall not be intended or construed as to create third party beneficiaries.

**c) Term of Agreements**

Agreements shall ordinarily be for five (5) years. Both parties shall meet for annual reviews to update program offerings and to strengthen collaborative agreements. Agreement(s), if any, shall ordinarily be terminable by written notice at will be either party, provided that students in programs underway shall be given reasonable opportunity to complete their degrees. The parties may, if they wish, draft "cool and cure" provisions in their agreement(s).

## ARTICLE VI Modifications, Amendments

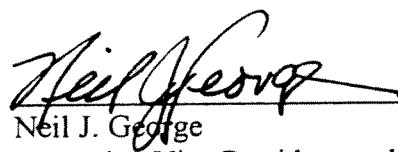
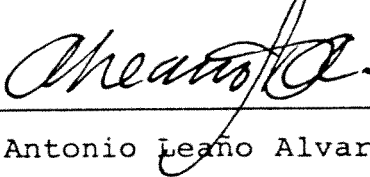
Modifications or amendments to this MOU must be in writing and signed by both parties. WU and UAG will designate representatives to negotiate agreements, develop cooperative proposals and implement such programs as are agreed, subject to written contract.

## APPROVALS

By the written signatures affixed below of their authorized officials, Webster University and the Universidad Autónoma de Guadalajara do hereby enter into this Memorandum of Understanding as of the date below indicated.

**Universidad Autónoma de Guadalajara**

**Webster University**

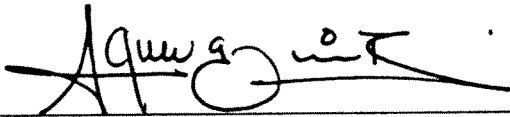


Lic. Antonio Leano Alvarez del  
Castillo.  
Rector.

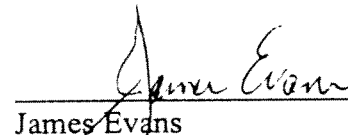
Neil J. George  
Executive Vice President and  
Vice President for Academic Affairs

05 de Septiembre del 2000  
Date

August 8, 2000  
Date



Jose Luis Arreguin R.  
Director de Programas  
Internacionales.



James Evans  
Associate Vice President and  
Director of International Programs

05 de Septiembre del 2000  
Date

August 8, 2000  
Date