

# **GENERAL AGREEMENT FOR MUTUAL COOPERATION AND COLLABORATION BETWEEN THE UNIVERSITY OF DELAWARE AND UNIVERSITY LUMIERE LYON 2**

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**THIS GENERAL AGREEMENT**, effective on July 1<sup>st</sup>, 2017 and between the University of Delaware, Newark, Delaware, U.S.A. (hereinafter referred to as “UD”) and University Lumiere Lyon 2, Lyon, France (hereinafter referred to as “Lyon 2”) under the following terms and conditions:

## **ARTICLE 1: PURPOSE**

- 1.1 The purpose of this General Agreement, and the Supplementary Agreements envisioned herein, is to establish linkages and create the foundation for mutual cooperation and collaboration among the academic disciplines that UD and Lyon 2 (hereinafter jointly referred to as the “cooperating institutions”) have in common.

## **ARTICLE 2: SCOPE**

- 2.1 The scope of this Agreement will include the areas of teaching, research, faculty and student exchanges, and any other related areas that are mutually determined to be appropriate by the cooperating institutions in the future. Under the framework of this General Agreement, any and all units of the two parties have the ability, in coordination with the respective points of contact identified in Article 6.1 of this document, to develop and engage in joint activities. This General Agreement does not require either UD or Lyon 2 to assume additional financial obligations unless such obligations are mutually and clearly agreed upon between participating units in Supplementary Agreements.

## **ARTICLE 3: SUPPLEMENTARY AGREEMENTS**

- 3.1 Individual units of UD and Lyon 2 that wish to engage in collaborative activities on a regular basis must negotiate a Supplementary Agreement to this General Agreement. The terms of a Supplementary Agreement, may not, directly or by default, contradict the terms of this General Agreement between UD and Lyon 2.
- 3.2 Every Supplementary Agreement negotiated between participating departments or units at UD and Lyon 2 must clearly and fully identify the following elements:

- 3.21 The scope, timeframe, and objectives of the activity in detail.
  - 3.22 The responsible parties within the particular departments or units that are participating in the Supplementary Agreement. The individuals identified will be directly responsible for the implementation and oversight of the proposed activity in the Supplementary Agreement. Changes to the personnel involved may be made at the discretion of the unit head, in coordination with the institutional points of contact at UD and Lyon 2 named in Article 6.1 of this document.
  - 3.23 The specific commitment of resources, if applicable, and the attendant financial obligations of the respective collaborating units. This General Agreement does not obligate either party to support any new financial commitment unless expressly agreed upon in this manner by collaborating units.
- 3.3 To be valid, every Supplementary Agreement must be signed and approved by the relevant unit, college, and the point of contact at the partner institution named in Article 6.1 of this document.

#### **ARTICLE 4: EXCHANGES**

- 4.1 All student exchange activities, whether for undergraduate or graduate students, must be articulated in a Supplementary Agreement to this General Agreement in consultation with the institutional points of contact identified in Article 6.1 below.
- 4.2 In the governing Supplementary Agreements, the partnering units at UD and Lyon 2 must each designate a faculty member to be in charge of assisting students with registering for courses, planning their program of study, the timely transmittal of grades to the student's university of origin, and coordination with the institutional points of contact identified in Article 6.1 below.
- 4.3 **Faculty Exchanges and Other Collaborations**
  - 4.31 UD and Lyon 2 will encourage collaboration and exchanges among faculty and other researchers.
  - 4.32 Travel expenses of invited faculty are not the responsibility of the host university, although partnering units may assist with them at their discretion. Any such assistance is subject to the terms and conditions of the governing Supplementary Agreement and should be clearly articulated therein.
  - 4.33 Living expenses of invited faculty and researchers while at the host university are subject to the terms and conditions of the relevant Supplementary Agreement signed by the partnering units.

- 4.34 The two universities will endeavor to organize other collaborative efforts in areas of common research, teaching, and service.

## ARTICLE 5: OVERSEAS STUDY PROGRAMS

- 5.1 The partner institutions will encourage the development of overseas studies programs hosted by each institution when deemed appropriate and mutually beneficial.

## ARTICLE 6: COORDINATION

- 6.1 To oversee this General Agreement and coordinate the associated units, activities, and Supplementary Agreements, the partner institutions agree that the institutional points of contact shall be the following:

6.11 For UD: Ravi Ammigan  
Interim Associate Deputy Provost  
Institute for Global Studies  
26 E. Main Street  
Newark, DE 19716 U.S.A.  
Telephone: (302) 831-2852; Fax: (302) 831-6042  
Email: [rammigan@udel.edu](mailto:rammigan@udel.edu)

6.12 For Lyon 2: Dr. Jim Walker  
Vice-President for International Relations  
Université Lumière Lyon 2  
SRI  
18, quai Claude Bernard  
69 365 Lyon CEDEX 07 France  
Telephone: +33 4 78 69 72 40  
Email: [jim.walker@univ-lyon2.fr](mailto:jim.walker@univ-lyon2.fr)

- 6.2 All official notices between the two parties regarding the terms and conditions of this General Agreement shall be in writing and be sent via express courier or as registered or certified mail between and to the respective principal points of contact identified in Article 6.1.

## ARTICLE 7: VALIDITY AND TERMINATION

- 7.1 This General Agreement will come into effect upon the date of the last signature and shall be considered to be in force and valid for a period of five (5) years. Either party may formally notify the other through written notice of a desire to terminate or alter the Agreement. Such notice must be received no less than one hundred and twenty (120) days prior to the termination date. Either party may terminate this Agreement.

- 7.2 Such a request for termination shall not prevent the continuation of activities already underway.

#### **ARTICLE 8: SETTLEMENT OF DISPUTES**

- 8.1 UD and Lyon 2 agree that any controversy, dispute, or claims between them arising out of this Agreement shall be resolved in an expeditious manner and with good faith subject to a written, mutual agreement regarding the terms and conditions of such a resolution.

#### **ARTICLE 9: ENTIRE AGREEMENT**

- 9.1 This General Agreement, and the Supplementary Agreements envisioned herein, shall contain the entire agreement of the parties hereto. They may not be changed orally, but only by agreement in writing signed by both parties. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said Subject matter.

**\* \* \* \* \***

**IN WITNESS THEREOF**, the parties through duly authorized officials do execute this General Agreement.

#### **UNIVERSITY OF DELAWARE**

By: \_\_\_\_\_  
**Dennis Assanis**  
**President**

Date: \_\_\_\_\_

#### **UNIVERSITY LUMIERE LYON 2**

By: \_\_\_\_\_  
**Nathalie DOMPNIER**  
**President**

Date: \_\_\_\_\_

# **SUPPLEMENTARY AGREEMENT #1 TO THE GENERAL AGREEMENT BETWEEN THE UNIVERSITY OF DELAWARE AND UNIVERSITY LUMIERE LYON 2, REGARDING THE SPECIFIC TERMS AND CONDITIONS APPLYING TO EXCHANGES IN THE FIELD OF ECONOMICS**

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**WHEREAS**, the University of Delaware (UD) and University Lumiere Lyon 2 (Lyon 2) have entered into a General Agreement on July 1<sup>st</sup>, 2017 regarding the establishment of further linkages and collaborative activities;

**WHEREAS**, the General Agreement envisions cooperation in the areas of teaching, research, consultations, and faculty or student exchanges;

**WHEREAS**, the General Agreement requires departments or units of both parties to negotiate clarifying Supplementary Agreements for specific cooperative activities;

**THIS SUPPLEMENTARY AGREEMENT**, effective as of July 1<sup>st</sup>, 2017 and subject to the terms of Article 10 below, is made and entered into by and between the UD Lerner College of Business and Economics and Faculté de Sciences Economiques et de Gestion of Lyon 2. This agreement updates and replaces the previous agreement signed by the two universities on May 16, 1997 and revised on July 1, 2012.

## **ARTICLE 1: PURPOSE**

- 1.1.1 The purpose of this Supplementary Agreement is to describe the specific terms and conditions agreed to by the Department of Economics, Alfred Lerner College of Business and Economics, UD and the Faculté de Sciences Economiques, Lyon 2, and its affiliated research laboratories (hereinafter referred to as “Partner Units”) regarding exchanges in the field of Economics.

## **ARTICLE 2: SCOPE**

- 2.1 The scope of this Supplementary Agreement includes the areas of teaching, research, and exchanges of students, faculty, and researchers.

## **ARTICLE 3: COLLABORATION IN STUDENT EXCHANGES**

- 3.1 Student exchanges will be organized each year in the field of Economics with strict reciprocity in the number of students for full semester or their equivalents being intended and assumed. These exchanges normally involve

students at the Masters 1 and 2 levels for Lyon 2 and the fourth year of the Bachelor of Science (BS) degree in Economics, the Master's of Arts (MA) in Economics, and the Master of Science (MS) in Economics and Applied Econometrics for UD. The number of students is fixed each year by a joint agreement between the partner units. The length of stay is in principle one year for the Lyon 2 Masters 1 and fourth year of the UD BS degrees and three semesters for completion of the Lyon 2 Masters 2 and UD Master's (MA or MS) Degree seeking students. Non-consecutive, semester-long visits over a longer period of time may be permitted under special circumstances as agreed to by the partner units.

- 3.2 Upon request of the student, the host institution will issue an official transcript of the student's completed coursework to the home institution

#### ARTICLE 4: PROGRAM DIRECTORS

- 4.1 The partner units will each designate a faculty/staff member to be in charge of this exchange. As of the signing of this Supplementary Agreement, the two program coordinators are:

For UD

Name: Evangelos M. Falaris  
 Title: Professor and Associate Chair for Graduate Programs  
 Phone: +1-302-831-1768  
 Address: 410 Purnell Hall, Newark, DE 19716  
 Email: falaris@udel.edu

For Lyon 2

Name: Sylvie Charlot  
 Title: Professor  
 Phone: +33 (0) 4 72 86 60 73  
 Address: Faculté de Sciences Economiques et de Gestion  
 16, Quai Claude Bernard, 69007 Lyon France  
 Email: Sylvie.Charlot@univ-lyon2.fr

In keeping with Article 3.22 of the General Agreement, the respective unit heads may designate alternative individuals at their discretion and in coordination with each university's principal point of contact.

- 4.2 The program directors are responsible for the organization and scheduling of all aspects of the student and faculty exchanges between the partner units. Their duties include the selection of courses that are appropriate for each student's exchange, student advisement, and the timely transmittal of grades to the partner universities at the end of each student's stay.

- 4.3 In order to ensure timely admission to the host institution, the directors agree to be in contact with one another by October 1 and April 1 regarding the number of students to exchange in the following semester.
- 4.4 The UD director is also expected to liaise with the Office of Admissions, the Office of International Student and Scholar Services, The Institute for Global Studies, and for the graduate programs, The Office of Graduate and Professional Studies, regarding student participants in the degree program.
- 4.5 The Lyon 2 director is also expected to liaise with the *Direction de la formation et de la vie étudiante (DFVE)* and the *Service général des relations internationales (SRI)*, regarding student participants in the degree program.
- 4.6 The travel and per diem expenses associated with official visits of short duration by the program directors are the responsibility of the program director's own department and/or academic unit.

#### ARTICLE 5: VALIDATION OF THE COURSES TAKEN AT THE HOST UNIVERSITY

- 5.1 Without exception, the course requirements for each student are to be determined in advance of that student's stay at the host university by the program directors, with the agreement of their respective unit heads. For every individual student, the specific requirements are to be delineated in a program of study prior to the student's departure. A copy of the program of study shall be provided to the student. Any modifications to the program of study must be agreed to by the program directors and the student notified in a timely manner. The originals, including any modifications, are to be kept by the program directors for reference.
- 5.2 Depending on the length of stay, level of previous study, and the number and nature of courses taken at the partner university, participating students have the following two options:
  - 5.2.1 Validation of the results obtained at the partner university exclusively as a part of a degree at their home university.
  - 5.2.2 Benefit from a dual degree in Economics from both universities.
    - 5.2.2.1 Lyon 2 students wishing to obtain either the B.S. degree in Economics or Master's degree from UD must satisfy the degree requirements specified in the Undergraduate and Graduate Program Catalogs of UD.

- 5.2.2.2 UD students wishing to obtain one of the degrees in Economics from Lyon 2 must satisfy the conditions specified for the degree.

- 5.3 Lyon 2 students including any graduate level coursework at UD as part of their Masters 2 degree at Lyon 2 must meet the research requirement of the Masters 2 degree. Students receiving the MA in Economics from UD will meet this requirement upon completion of the Research Paper (ECON868). Students receiving the MS in Economics and Applied Econometrics can satisfy the requirement by successful completion of either ECON868 or an advanced research “Topics” course, which include the completion of a research project in applied econometrics designed to evaluate effectively the student’s aptitude to do independent research. The two program directors in cooperation with the director of the relevant Lyon 2 Master 2 validate both the conditions and the successful completion of this research requirement.

## ARTICLE 6: DUAL DEGREE IN ECONOMICS

- 6.1 The Dual degree in Economics consists of mutual recognition by the partner universities at three levels: Undergraduate, Master’s, and Doctoral.

- 6.2 General Procedures for Dual Degrees are as follows:

6.2.1 The two program directors select students to participate in the program based on each student’s academic record, language skills and motivation. In addition, acceptance of Lyon 2 undergraduate and graduate students is conditional on successfully meeting UD’s minimal degree requirements for the TOEFL exam. Lyon 2 graduate students are also expected to meet the minimum requirements for the GRE exam.

6.2.2 The dual degree program is solely in the field of Economics. Accordingly:

- 6.2.2.1 UD participation is limited to students pursuing the following degrees: the Bachelor of Science and Bachelor of Arts in Economics, the Master’s of Arts and the Master of Science in Economics and Applied Econometrics.
- 6.2.2.2 Lyon 2 participation is limited to students with a third-year “Licence” degree in Economics and Management; or in the Masters 1 degrees in Economics or Finance or a Masters 2 research degree in Economics.



- 6.2.2.3 Lyon 2 students with a third-year “Licence” degree are admitted to UD at the undergraduate level as transfer students for the fourth and final year of the BS degree in Economics and Lyon 2’s Masters 1 degree. UD will evaluate all courses taken prior to enrollment at UD and will post each course to the student’s record according to its UD equivalent. Transfer credit will be given for courses with a grade of C (or equivalent) or higher. The students will be required to satisfy all UD degree requirements, including English 110. Lyon 2 students who have completed courses at another institution in France that were transferred to Lyon 2 will have these transferred courses evaluated by AACRAO as provided for in the UD registrar’s website (<http://www.udel.edu/registrar/transfer/intl.html>). Upon successful completion of all necessary conditions, students will be awarded both degrees. Students must register for the Masters 1 degree prior to their departure to UD.
- 6.2.2.4 Lyon 2 students must have a Masters 1 degree (all specializations) in order to enroll in a UD Economics Master’s degree program (MA in Economics or MS in Economics and Applied Econometrics). The two program directors will determine the appropriate Master’s program for each student based on a detailed review of their previous coursework and academic performance with special emphasis on mathematics, statistics, and econometrics. Students normally require three semesters to meet all the conditions of the dual degree. Upon successful completion of all coursework and required examinations, students will be awarded both the Masters 2 and the corresponding UD Master’s degree. Students must register for the Masters 2 degree prior to the start of their participation in the dual degree program.
- 6.2.2.5 UD students interested in participating in the dual degree program must have prior approval from the Chair of the Department of Economics for all coursework to be taken at Lyon 2 and meet the appropriate UD undergraduate and/or graduate degree requirements for coursework taken at institutions other than UD. They must also meet the selection criteria listed previously with three exceptions:
- There is no standardized test requirements comparable to the TOEFL or GRE.

- Students with insufficient French language skills must enroll in an intensive language course offered to international students prior to the start of their studies in Lyon and/or take coursework to perfect their French language skills during their time at Lyon 2. Students will be responsible for payment of all costs associated with these courses.
- Acceptance in the program requires the consent on an individual basis by the appropriate Lyon 2 program director and admissions committee.

6.2.2.5 Students must register at both universities for each semester that they participate in the dual degree program and must meet all credit or residency requirements of both institutions.

- 6.3 The equivalence of degree work in Economics at the partner universities is based on acceptance of the equivalence of courses taken at the host university by the university of origin; and acceptance by the host university of the equivalence of courses taken at the student's university of origin.
- 6.4 Each university shall accept completed course units from the other institution toward completion of their relevant degree program. Such units shall be recorded on the UD transcript as transfer credit. However, the determination and applicability of specific units towards specific graduation requirements rests with the program directors.

## ARTICLE 7: TUITION

- 7.1 In each academic year UD will make every effort to secure full and/or partial tuition support for up to two Lyon 2 undergraduate students. This may include a part-time campus work-study obligation. If support is secured, these students may attend UD irrespective of Lyon 2 and UD's reciprocity obligations. Beyond this, if there is undergraduate exchange reciprocity within the academic year (same number of UD undergraduates studying in Lyon 2 as Lyon 2 undergraduates studying at UD), the normal exchange policy prevails for these additional students as described in 7.2.
- 7.2 When there is a strict reciprocity in the number of recognized undergraduate and graduate students participating in the exchange for full semesters or their equivalents (equal number of recognized undergraduate students from Lyon 2 and UD participating in the program, equal number of recognized graduate students from Lyon 2 and UD participating in the program), students pay tuition only to their university of origin and pay other expenses and fees to the host institution.

- 7.2** If there is an imbalance of interested and qualified students beyond receiving support as described in 7.1 above, those students not benefiting from the reciprocal agreement may be permitted to register at the host university provided that they pay tuition and fees to the host university and meet the host university's admission standards.

## **ARTICLE 8: THE WELCOMING AND HOUSING OF STUDENTS**

- 8.1** The collaborating units and respective program directors will make every effort to find housing for the visiting students and part-time employment opportunities, but the students are ultimately responsible for the arrangements and costs of their stay at the host university. As per the governing General Agreement, neither institution is obligated to undertake any additional financial obligations as a result of this Supplementary Agreement between the collaborating units.
- 8.2** Except in the case of a special additional arrangement between the two collaborating units at the time of the writing of a student's program of study, the cost of any intensive language courses in the host country's language will be the responsibility of the student in question. There are no special scholarships or fellowships to cover the cost of these courses.

## **Article 9: FACULTY EXCHANGES AND RESEARCH COLLABORATIONS**

The partner units agree that it is beneficial to encourage exchanges of faculty. Faculty exchanges may be conducted for teaching, research, curriculum development, or the design of pedagogical materials.

- 9.1** Each faculty member is responsible for the cost of lodging, transportation and subsistence, unless the host unit agrees to contribute to such costs. Medical insurance and related expenses are the responsibility of the individual faculty member. Each host unit will assist the visiting faculty member in obtaining housing for the exchange period, but the ultimate responsibility lies with the visiting faculty member.
- 9.2** The partner units require adequate time and sufficient advance notice to plan for such commitments. Such planning will be jointly coordinated through the program directors.
- 9.3** The partner units agree to provide office space, computer support, and access to all campus resources and activities as would be available to home-institution faculty.

- 9.4 The partner units shall encourage collaboration among researchers and faculty in several ways. These will include the exchange of researchers, short-term collaborative visits, the organization of conferences and other research programs and agendas the units have in common. The partner units agree to provide normal support and access to information resources in pursuit of these collaborative efforts.
- 9.5 It is the responsibility of each of the partner units to find the resources to fund this dimension of the Supplemental Agreement.

#### **ARTICLE 10: TERM AND VALIDITY**

- 10.1 This Supplementary Agreement will come into effect as of July 1<sup>st</sup>, 2017 and shall be considered to be in force and valid for a period of five (5) years. Either party may formally notify by the other through written notice of a desire to terminate or alter the Agreement. Such notice must be received no less than one hundred and twenty (120) days prior to the termination date. Either party may terminate this Agreement.
- 10.2 Such a request for termination shall not prevent the continuation of activities already underway.

#### **ARTICLE 11: SETTLEMENT OF DISPUTES**

- 11.1 UD and Lyon 2 agree that any controversy, dispute, or claims between them arising out of this Agreement shall be resolved in an expeditious manner and with good faith subject to a written, mutual agreement regarding the terms and conditions of such a resolution.

#### **ARTICLE 12: ENTIRE AGREEMENT**

- 12.1 This Supplementary Agreement shall contain the entire agreement of the parties hereto. They may not be changed orally, but only by agreement in writing signed by both parties. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said Subject matter.

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**University of Delaware**

**University Lumiere Lyon 2**

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**Dr. Domenico Grasso**  
**Provost**

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**Dr. Nathalie Dompnier**  
**President**

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**Dr. Bruce Weber**  
**Dean**  
**Lerner College of Business and Economics**

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**Dr. James L. Butkiewicz**  
**Chair**  
**Lerner College of Business and Economics**