



Agreement between The Pennsylvania State University on behalf of its Department of Curriculum & Instruction, College of Education and the Universidad de Cuenca (Programa de Español para Extranjeros), Cuenca, Ecuador.

BETWEEN

This agreement is entered into by Dr. Pablo Vanegas Peralta in his capacity as President of Universidad de Cuenca (henceforth, UC), located in Cuenca, Ecuador.

And, The Pennsylvania State University, as represented by Susan J. Wiedemer in his/her capacity as Assistant Treasurer, (henceforth, Penn State or PSU),

The parties involved (henceforth, the parties) reciprocally recognize full legal capacity to sign this agreement,

DO HEREBY AFFIRM

1. Penn State has a Teaching ESL Certificate Program with an Ecuador Immersion Experience (henceforth, Program).
2. UC has facilities and academic resources that can assist PSU with its Program.
3. The parties agree to have UC serve as the site for the Program for both the 2019 and 2020 with the 2019 dates beginning on June 18 2019 and continuing through July 21, 2019 and the 2020 dates to be determined mutually by the parties in writing. Hence, the parties find it fitting and important to regulate, in a detailed manner the conditions of this collaboration for the Program, and with this in mind they sign this agreement, in accordance with the following,

CLAUSES

FIRST: UC Responsibilities

1. UC will organize the following academic experiences for the Penn State student group as part of the Program:
 - a. Provide non-credit Spanish and Kichwa language classes to satisfy part of the Field Experience requirement of the Penn State Program.
 - b. Arrange lectures by UC faculty or community members on key aspects of Ecuadorian society, history and contemporary issues
 - c. Recruit UC students to study English with Penn State instructors and student teachers to satisfy part of the Field Experience requirement of the Penn State Program.
 - d. Identify and provide conversation/language partners for the PSU students.

- e. Provide classroom space for the Penn State provided courses outlined in the Third section of this agreement.
2. Work with Penn State to explore continuing this agreement and identify the specific dates for the next year's potential Program to take place at UC during the following June and July no later than the preceding September 30th.
3. UC shall match Penn State students with homestay families identified by UC based on the information provided by the students on their homestay questionnaire. UC shall orient the families in preparation for the homestay experience and pay the families upon completion of the experience as it is established in the sixth clause.

SECOND: Penn State Responsibilities

1. Penn State commits to collaborating at all times with UC to set the guidelines and provide direction regarding the services being provided by UC for Penn State's Program.
2. Penn State students will send their application and homestay forms for the Program directly to Penn State. Penn State staff will review the applications, interview student applicants and assure that they are complete, and will then send copies of the homestay forms to UC.

THIRD: PROGRAM COURSES

As part of the Program, PSU students will take the following Penn State courses which will be taught by Penn State faculty and graduate assistants.

APLNG 493 Methods of Teaching English as a Second Language (including a mentored teaching practicum) (3 credits)
WL ED 400 Foundations of Language in Second Language Teaching (including second language study) (3 credits)
WL ED 444 Language, Culture and the Classroom: Issues for Practitioners (including an ethnographic research project on culture) (3 credits)

The following Penn State course will be partially taught in Ecuador by Penn State and completed at Penn State upon return to campus in August:

WL ED 483 Evaluating Schools' Performances & Programs with English Language Learners (3 credits)

All students of Penn State, while on the UC campus, will be subject to the policies and regulations of UC.

FOURTH:

Nondiscrimination. Both Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies

of Penn State and UC, or by government authorities. Neither institution discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. Both Parties shall abide by these principles in the administration of this agreement, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.

Penn State students must abide by all relevant government regulations of Ecuador.

FIFTH: ORIENTATION SUPPORT

UC will provide an appropriate cultural and academic orientation for Penn State students so they can successfully complete the courses offered.

In addition, UC will make staff available to guide students during the Penn State students' stay to assist them in settling into their home-stay and becoming familiar with the city of Cuenca.

SIXTH: ACCOMODATION AND TRAVEL

UC will help arrange home-stays in Cuenca for PSU students in the Program.

Home-stay fees are the sole responsibility of Penn State.

Home-stay fees will be paid to the host families through UC. Penn State will make payment to the UC via wire transfer, in the amount of US\$21.00 per student per night. For the payment of the home-stay fees, the University of Cuenca will use only the money received through this agreement.

Penn State students are solely responsible for all personal costs while in Ecuador.

SEVENTH: INSURANCE

Penn State students will be required to enroll in HTH insurance paid by the Program through the Penn State Office of Student Health Insurance which shall be valid for the duration of their participation in the Program.

EIGHTH: FEES

A coordination fee of US \$300.00 per student shall be paid by Penn State to UC and covers cultural orientation, classroom use, access to computers, e-mail and Internet, library, and all program facilities at the UC and all other services to be provided by UC as outlined in this document, except for the items listed below.

Additional fees to be paid to UC include the homestay fee (outlined above in the Sixth section), food service for a final reception and a fee paid by the Program for language instruction at the following rate:

Language instruction in Spanish or Kichwa

One student per class: US\$ 15 per class hour

Two students per class: US\$ 10 per class hour per student

Three students per class: US\$ 8 per class hour per student

Four or more students per class: US\$ 7 per class hour per student.

Penn State will pay all fees to UC three weeks before the beginning of the program.

NINTH: PENN STATE FACULTY PRESENCE

The Faculty Coordinator will be on site with the Penn State students during the Program in Cuenca and will collaborate closely with the staff of the Program of the UC.

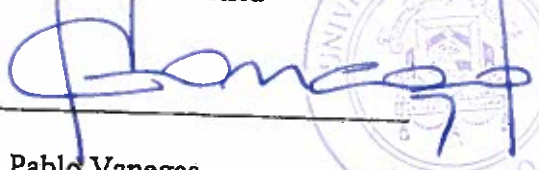
TENTH: INDEMNIFICATION

Each party to this Agreement will indemnify and hold harmless the other party from any and all liability, losses, costs, expenses, property damage, bodily injury or personal injury arising from the negligence, acts or omissions of its employees, agents or representatives as a result of their performance of this Agreement.

ELEVENTH: MISCELLANEOUS

1. This agreement will become effective on the date of the last signature and remain valid through the end of the 2020 Program.
2. Both Parties agree to work to resolve any disputes in good faith.
3. Export Control. The Parties hereby acknowledge that performance and obligations hereunder may be subject to United States export laws, and, to the extent such controls are applicable, performance of some desired activities under this agreement may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by United States export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this agreement.
4. The Parties agree to accept electronic delivery of the signed Agreement.
5. This agreement constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between the parties in respect of its subject matter. Neither party may assign this agreement without the prior written consent of the other party; such consent may not be unreasonably withheld.
6. This agreement was written in English and translated into Spanish. In the event of any inconsistency, the English version shall prevail.

Signed on behalf of:
Universidad de Cuenca



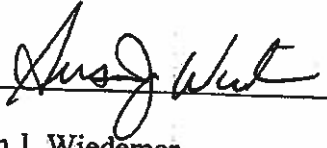
Dr. Pablo Vanegas
Printed Name

President of the Universidad de Cuenca
Title

Date



Signed on behalf of:
The Pennsylvania State University



Susan J. Wiedemer
Printed Name

Assistant Treasurer
Title

APR 18 2019

Date

The undersigned, in execution of this document, does hereby
adopt the changes made therein and marked _____
in the same manner that the language, as changed, shall
constitute part of the original contract executed by
The Pennsylvania State University.



Joseph J. Deacon, Corporate Controller / Susan J. Wiedemer, Assistant Treasurer
Patrick B. Sullivan, Assistant Treasurer / Kimberly J. Fisher, Assistant Treasurer