



**SPECIFIC AGREEMENT REGARDING THE EXCHANGE OF FACULTY AND RESEARCHERS BETWEEN ILLINOIS COLLEGE OF THE UNITED STATES AND THE UNIVERSITY OF CUENCA OF THE REPUBLIC OF ECUADOR**

**ARTICLE I**

**Objective**

The present agreement has as its objective the establishment of the basis of collaboration and cooperation between the "The Parties", to carry out actions of exchange and academic mobility.

**ARTICLE II**

**Areas and Modalities of Cooperation**

To achieve the objective of the present agreement, the "The Parties" agree to develop in cooperation the following activities:

- I. Reciprocal exchange of faculty and researchers;
- II. Teaching of courses, seminars, conferences and undertaking academic visits for research or as a postdoc;
- III. Joint research projects;
- IV. Exchange of publications, reports, and other academic information;
- V. Develop professional connections and
- VI. Other activities of mutual benefit.

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### **ARTICLE III**

#### **Plan of Action**

"The Parties" agree that academic movement and exchange will be carried out in accordance with program plans or academic projects, which should include at a minimum the following points:

- I. Objectives
- II. Timetable of Implementation
- III. Allocation of Resources
- IV. Funding
- V. Responsibilities of each of "The Parties"
- VI. Dissemination of the results, and
- VII. Any other activities that "The Parties" deem appropriate.

Said programs or projects approved and endorsed by "The Parties" will then form part of the present agreement as annexes of implementation.

### **ARTICLE IV**

#### **Time Period of Visit**

The time period in which faculty and researchers participate in an exchange will be adjusted to the academic calendar of the hosting institution and will be in accordance with the needs of the program plan, academic project or activity to be developed, without exceeding the period of one year.

### **ARTICLE V**

#### **Obligations of "The Parties"**

"The Parties" agree in that for the achievement of the objective established in the first clause of the present agreement that they declare to commit (without necessarily limiting themselves) to the following:

- a) Approve the programs of exchange activities, in accordance with the procedures of each institution, by means of a corresponding letter of acceptance.
- b) Send a letter of authorization, in the case of the institution of origin, which expresses the agreement of the corresponding academic unit and which indicates the procedure that must be followed for a faculty member or researcher to participate in a specific activity.

- c) Send to the university of origin the documentation that the hosting university requires to authorize the participation of the faculty member or researcher in the program or activity agreed on.
- d) Send a letter of acceptance from the hosting institution, consistent with the program previously agreed on, which clearly states the period of the exchange, the activities that will be carried out, how it will be funded, a schedule of activities, the expected results, any other information that is considered relevant; this will be considered an appendix to the current agreement.
- e) Verify that the faculty member or researcher participating in the exchange has health insurance that provides coverage in the host country along with coverage for repatriation of remains.
- f) Send a certification of participation at the end of the activity of the faculty member or research who participated in the exchange.
- g) Respect the work conditions of the faculty member or researcher in the exchange, both those of one's institution, and those of the institution of the visiting faculty member or researcher.
- h) Both parties agree that the faculty member or researcher who participates in the exchange will maintain their work relationship at their original institution.
- i) Orient the faculty member or researcher participating in the exchange, who should follow the rules and procedures of the host institution.

If a guest faculty member violates the host institutions rules egregiously, the host institution can deny the guest faculty member access to the institution and/or immediately begin the process of sending them home. In the unlikely event that this takes place, the host institution will communicate the reasons for the expulsion to the home institution's contact person, specified below.

- j) If it is necessary, the institutions will work together in each country to register intellectual property.
- k) The host institution will provide information to help visiting faculty members and researchers find lodging and information on and assistance with obtaining a visa or any other necessary documents in order to enter and stay in the host country during the exchange.

- l) The institution of origin will provide the host institution the following information about the participants: Name, nationality, passport number, issuing and expiration dates of passport, home and office addresses, and emergency contact information.
- m) Both parties are committed to guarding and conserving all the documents related to the present agreement, such as reports, time sheets and attendance sheets, and other documents.
- n) Whatever else is necessary to carry out the objectives of the agreement.

## **ARTICLE VI**

### **Funding of the Activities of the Exchange**

- I. In case there is the need to use resources for the implementation of the agreement, authorization will be required by "The Parties" without going beyond budget availability.
- II. The participating faculty and researchers will cover whatever expenses that derive from their transportation and stay.

In all cases, regarding the payments of salaries and per diems, the host institution has no responsibility to pay the participant in the exchange.

## **ARTICLE VII**

### **Responsible for implementation**

"The Parties" designate as responsible for the implementation of the agreement:

**Illinois College** designate as responsible:

**Name:** Dr. Almut Spalding  
**Position:** Director of International Programming  
**Telephone:** 1-217-245-3874  
**Mail:** aspaldi@ic.edu

**University of Cuenca** designates as responsible:

**Nombre:** Tammy Fajardo Dack  
**Puesto:** Directora de Relaciones Internacionales  
**Teléfono:** +593 7 405 1000 ext 1531  
**Mail:** relaciones.internacionales@ucuenca.edu.ec

The people designated as responsible should follow-up punctually with the development of activities agreed to, proposing and carrying out the necessary actions for their obtainment; the agreements that imply modifications to the terms of the present agreement, should be subjected to the corresponding modification clause.

#### **ARTICLE VIII**

##### **Labor Relations**

"The Parties" agree that the faculty member or researcher who participates in an exchange as part of the agreement is connected to the institution that employed him or her; in no circumstance will the hosting institution be seen as a substitute or joint employer.

"The Parties" recognize that the actions of the exchange in the host institution do not imply a work commitment by the faculty member or researcher, who will continue to be considered an employee of the institution of origin during the exchange period, in terms in which he/she was contracted, unless there exists a contrary disposition institutional, for which there is the commitment to spare the host institution from any labor litigation that comes about from the implementation of activities connected to the agreement.

#### **ARTICLE IX**

##### **Confidentiality**

"The Parties" will maintain confidentiality regarding the activities subject to this agreement, in accordance with the Legislation of Transparency and Access to Information that is applicable to the United States and Ecuador.

#### **ARTICLE X**

##### **COMMUNICATIONS**

Communications relating to any aspect of this agreement should be directed toward the addresses indicated in the section listing those with responsibilities.

#### **ARTICLE XI**

##### **Intellectual Property**

"The Parties" agree that, in accordance with international legislation and that of each country, regarding author's rights, intellectual property or industrial property of the products that result from the implementation of the programs or projects that are derived from the present agreement or are susceptible to protection, will

correspond to the people who have carried out the program or project, recognizing appropriately those who have contributed to the implementation of the program or project.

## **ARTICLE XII**

### **Modifications and Amendments**

The present agreement only can be modified, added to, or amended, by means of the signing of the corresponding agreement.

## **ARTICLE XIII**

### **Civil Responsible**

Both parties will be exempt from any civil responsibility for harm or damages that can come about as a result of the non-fulfillment total or partial of the present agreement, due to acts of God or forces beyond our control, understanding that in any situation, present or future, whether it is or is not a phenomenon of nature, which is beyond the domain of will, that can't be foreseen or if it can be foreseen can't be avoided, including strikes, academic or administrative works stoppages. In such circumstances, "The Parties" will agree to review the progress of the work in order to establish a basis for its termination.

## **ARTICLE XIV**

### **Validity**

The present agreement will be valid for 5 years from its signing by each party and can be renewed according to the existing agreement between the two parties, upon evaluation of the activities derived from the agreement.

## **ARTICLE XV**

### **Early Termination**

The present agreement can be ended by means of a written notice presented by one party to the other six months in advance. In this case, the academics who are developing activities will not be affected, and they will be permitted to finish them, unless there is a mutual agreement to the contrary.

## **ARTICLE XVI**

### **Resolution of Controversies**

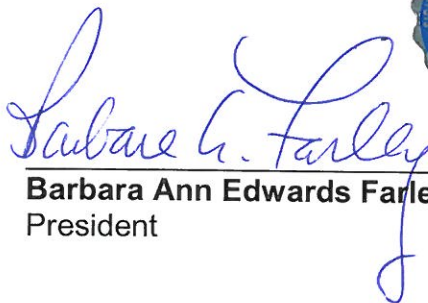
"The Parties" express that the present agreement is product of good faith, and for that reason they will carry out all the actions that they can and that are inherent to



its fulfillment. However, in case there are controversies, they should be solved by the persons indicated as responsible or persons that "The Parties" designate for this.

Since the "The Parties" have read the present agreement and been informed of the content and the scope of each of the clauses, it is signed by the following persons in duplicate:

**BY ILLINOIS COLLEGE OF THE  
UNITES STATES**

  
**Barbara Ann Edwards Farley PhD.**  
President



**BY THE UNIVERSITY OF CUENCA  
OF THE REPUBLIC OF ECUADOR**

  
**Ing. Pablo Vanegas Peralta PhD.**  
President



**Place and date:**  
Jacksonville, \_\_\_\_\_

**Place and date:**  
Cuenca, \_\_\_\_\_

A handwritten signature in blue ink, possibly reading "BF", is located in the bottom right corner of the page.

