



## MEMORANDUM OF UNDERSTANDING - PART I

### ACADEMIC COOPERATION BETWEEN

### UNIVERSIDAD DE CUENCA AND FLORENCE UNIVERSITY OF THE ARTS

---

FLORENCE UNIVERSITY OF ARTS, headquartered at Corso Tintori 21,  
50122 Florence, Italy, represented by its President, Gabriella Ganugi,

and

UNIVERSIDAD DE CUENCA, headquartered at Av. 12 de abril s/n y Agustín  
Cueva, 010201 Cuenca, Ecuador, represented by its Rector Fabián Carrasco  
Castro.

mutually recognize the benefits to their respective institutions from the  
establishment of institutional collaboration outlined within this  
Memorandum.

1. The purpose of this Memorandum is to develop academic cooperation and promote  
mutual understanding between the two institutions.

2. Both institutions agree to develop the following collaborative activities in academic  
areas of mutual interest.

- a. Mobility of Students, Faculty, Researchers, and other research and  
administrative staff.
- b. Collaborative research projects.
- c. Lectures, conferences, and symposia.
- d. Exchange of academic information and materials.
- e. Promotion of other forms of academic cooperation proposed and established  
by mutual consent.



3. The development and implementation of specific projects and activities based on this Memorandum will be separately negotiated and agreed upon between the Parties. Both institutions agree to carry out such activities in accordance with the laws and regulations of their respective countries upon full consultation and approval. Designated Liaison Officers and Program Coordinators will be indicated for the operations of each Party for the implementation of projects and activities.

4. It is understood that implementation of any form of cooperation stated above in clause 2, depending on the resources, budgeting, and support available at either of the institutions, may be restricted or revised upon the joint approval of both Parties.

5. Should any collaborative research activity under this Memorandum result in any potential issues regarding intellectual property, both institutions shall seek an equitable and fair understanding of the ownership and other property issues that may arise. This understanding shall be based on the laws, rules, and guidelines implemented by both institutions.

6. This Memorandum may be amended by written agreement signed by the representatives of both institutions.

7. In the event of any unforeseen incident during collaborative activities in either country, both institutions agree to negotiate a mutually acceptable solution. As far as they are applicable, these solutions shall be incorporated in the specific agreements created for the points stated above in clause 3.

8. This Memorandum is valid for a period of three (3) years from the date of signature by the representatives of both institutions. This Memorandum will be renewed automatically without being reviewed and renegotiated by both institutions.

9. This Memorandum may, at any time during its period of validity, be terminated by the institutions upon prior notice in writing at least six months before the termination date.

10. Should any disagreement arise out of the application, interpretation, or implementation of this Memorandum, both institutions shall endeavor to exercise their best efforts to negotiate the ensuing differences. Alternative methods of dispute resolution shall be exhausted before appealing to judicial litigation. It is understood and agreed that neither party to this Memorandum shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such

A handwritten signature in dark ink, located at the bottom left of the page.

A handwritten signature in dark ink, located at the bottom right of the page.



liability is imposed by law. This Memorandum shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party. In the event of any dispute involving the subject matter of this agreement, the parties agree that the civil law of the Republic of Italy will be the controlling law.

For FUA  
(in the name and on behalf of all its institutions)

For Universidad de Cuenca

President

Gabriella Ganugi

Signature:

Date: 29/1/15

Rector

Fabián Carrasco Castro

Signature:

Date: 9- Enero - 2015

Both parties hereto warrant and declare that they have full right, power, and authority to execute this agreement on the date signed.