



## **INTERNATIONAL MEMORANDUM OF AGREEMENT**

**Between**

**The University of Cuenca and  
The University of Arizona**

### **I. GENERAL**

#### **A. Parties to the Agreement**

This Memorandum of Agreement ("Agreement") is between the University of Cuenca, Cuenca, Ecuador (hereinafter "University of Cuenca") and The Arizona Board of Regents on behalf of The University of Arizona, Tucson, Arizona, USA (hereinafter "The University of Arizona"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement.

#### **B. Purpose of the Agreement**

Endeavoring to increase their cooperation in research and education, the Participating Institutions, after approval by their responsible authorities, agree to conclude this Agreement on academic cooperation. The purpose of this Agreement is to facilitate and to enhance the academic cooperation between the Participating Institutions.

#### **C. Modes of Collaboration**

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, which in the initial stages of this cooperation shall include

1. Exchanges of faculty and scholars for short-term and, as funding and other circumstances permit, longer-term visits; this may include professional development support with sharing of instructional methodologies including the use of innovative technology;
2. The design of collaborative research projects, including the development of formal proposals for funding of such research; and initially provide support for analysis of data on University of Cuenca's projects by faculty and staff from The University of Arizona College of Medicine- Tucson;
3. The development of clinical rotations for medical students, residents, and fellows from The University of Arizona College of Medicine- Tucson and the School of Medicine of the University of Cuenca;

4. The development of a summer study abroad opportunity for University of Arizona students in Ecuador.

## **II. TERMS OF THE AGREEMENT**

### **A. Areas of Initial Concentration**

The Participating Institutions agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities for fundamental research and program development, the Participating Institutions agree to implement collaborative fundamental research through faculty and scholar exchanges initially in health and healthcare.

### **B. Activities in Support of Collaboration**

The Participating Institutions recognize the importance of certain ancillary activities in support of these areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. the regular exchange of relevant publications and information generated by the Participating Institutions; and
2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

### **C. Faculty and Scholar Exchange**

Exchanges of faculty and scholars generally shall be conducted under the following guidelines:

1. The Participating Institutions shall — for a duration to be determined on a case-by-case basis and after mutual agreement — invite faculty and/or scholars for teaching and/or research visits. Visiting faculty and scholars must have a sufficient command of the language of instruction, if they are invited to teach. If and insofar as there are sufficient funds for these specific purposes at the disposal of the Participating Institutions, the travel expenses shall be borne by the home institution, the living costs by the host institution. Otherwise exchange faculty and scholars shall be compensated entirely by their respective home institutions. Availability of funding from the host institution(s) shall be determined at the time of invitation.

The Participating Institutions shall undertake efforts to raise funds from outside sources for the exchange of faculty and/or scholars.



2. The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
3. Each faculty or scholar exchange participant must submit proof of medical insurance coverage during the exchange period as required by U.S. Federal law. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting faculty and/or scholars.
4. Exchange faculty and/or scholars shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any immigration visas, permits or approvals.
5. Should any faculty or scholar collaboration result in any potential for intellectual property, the Participating Institutions shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership of such intellectual property and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.
6. No University of Arizona employee shall be required to travel to a country for which a Travel Warning, of any kind, has been issued by the U.S. Department of State. Employee travel to countries under a U.S. Department of State Travel Warning that forbids, restricts, or otherwise urges U.S. citizens to defer travel to a certain country, is subject to University of Arizona approval, in its sole discretion, and may be prohibited by U.S. Federal Law.
7. If a University of Arizona employee is already in a country for which a Travel Warning, of any kind, is issued, the employee must consult with the employee's Department Head to determine whether the employee will be required to relocate to a safer area or return to the U.S. or the employee's home country if other than the U.S.

#### **D. Medical Student Rotations**

1. The details regarding the rotation of Medical students for short-term visits are outlined in the attached International Affiliation Agreement.

#### **E. Other Activities**

The University of Arizona will make available videoconferencing resources and access to various aspects of the Arizona Telemedicine Program to facilitate access

to faculty from the University of Cuenca to continuous medical education materials.

### **III. ADMINISTRATIVE GUIDELINES**

#### **A. Elaboration of this Memorandum**

1. It is the intent of the Participating Institutions that general provisions of this Agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each institution's officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.
2. Nothing in the initial version of this Agreement shall be interpreted as constraining the development of future programs not mentioned in this document.

#### **B. Responsible Administrative Personnel**

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Agreement by the Rector of University of Cuenca and by the President of The University of Arizona, respectively, or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this Agreement are:  
  
For University of Cuenca the College of Medicine, and  
for The University of Arizona the College of Medicine-Tucson.
3. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.

#### **C. Other Provisions**

1. This Agreement is written in the English language. Any future translation will be substantially equivalent in establishing the mutual obligations of the parties.
2. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Participating Institutions.



3. This Agreement is effective for an initial term of five years from the date of joint signing (the "Effective Date"). After this initial term, this Agreement shall be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at University of Cuenca and The University of Arizona. After the initial five-year term, the Agreement shall be reviewed and may be renegotiated for an additional term up to five years.
4. This Agreement may be terminated by any of the Participating Institutions upon written notice to the other Participating Institution given at least 90 days before the end of the other Participating Institution's respective academic year, to be effective as of the end of that academic year. In the event of such termination, any students, faculty or scholars currently participating in an exchange pursuant to this Agreement shall retain their then-current status until the end of their program or the end of the current academic year, whichever is sooner.

#### **IV. LEGAL PROVISIONS**

##### **A. Conflict of Interest**

This Agreement is subject to cancellation pursuant to Arizona Revised Statute § 38-511 regarding Conflict of Interest.

##### **B. Non-Appropriation**

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Notwithstanding the provisions of Section III. C. 4, above, should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University of Arizona agrees to notify the other Participating Institution as soon as reasonably possible after the unavailability of said funds comes to the University's attention.

The University of Cuenca in case of funding or logistics changes will communicate the other participant in a reasonable period of time.

##### **C. Intellectual Property**

1. The Parties do not intend that the activities performed under this Agreement will result in inventions or the creation of new intellectual property, but if any result, the following will apply: The University of Arizona shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. University of Cuenca shall retain exclusive title and all rights to

inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. University of Cuenca and The University of Arizona shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both parties' employees or consultants in performing under this Agreement.

2. No Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of any other Participating Institution here to without the express written approval of that Participating Institution.

#### **D. Disputes**

The parties shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim ("Dispute") arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

#### **E. Equal Employment Opportunity and Non-Discrimination**

The University of Arizona is bound by applicable federal and state laws and regulations, as well as internal University policy, governing Equal Employment Opportunity and Non-Discrimination. The University of Cuenca is subject to the constitution, education laws and internal policies of Ecuador and the University. The Participating Institutions agree that participation by University of Arizona personnel or students in any activities relating to this Agreement shall not be denied to any individual on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or genetic information. The University of Arizona and University of Cuenca are also committed to providing equal access and reasonable accommodation to their employees and students as required by law.

#### **F. Export Controls**

The University of Arizona is bound by all applicable United States federal laws restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR §120 *et seq.* and the Export Administration Act of 1979 (as amended) 50 U.S.C. Appendix § 2401 *et seq.* (collectively "Export Control Laws") and will not transfer any export controlled materials or technology without prior authorization from Department of State or Department of Commerce if such authorization is required.

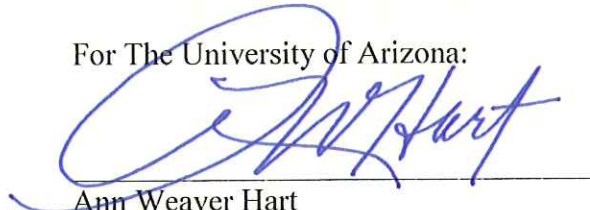
The University of Cuenca is subject to the law and policies of Ecuador and the established procedures by law for the export of materials or technology.



### **G. Family Educational Rights and Privacy Act (FERPA)**

The Participating Institutions acknowledge that students participating in programs pursuant to this Agreement are enrolled or plan to be enrolled in both Participating Institutions for the purposes of this Agreement, and each of the Participating Institutions shall therefore provide to the other Institution such student information as is necessary for the purposes of the student's enrollment in the other Institution, pursuant to 34 CFR §99.31(a)(2). The Participating Institutions acknowledge that any disclosure of student information is subject to the Family Educational Rights and Privacy Act ("FERPA").

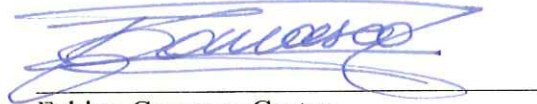
For The University of Arizona:



Ann Weaver Hart  
President

2.12.16  
Date

For University of Cuenca:



Fabian Carrasco Castro  
Rector

07 DIC 2015  
Date

## **APPENDIX A: PROGRAM COORDINATORS**

Each University agrees to appoint an overall Coordinator for the administration of the program. The Coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and the general welfare of the exchange students.

The Coordinators of this program are:

### **at University of Cuenca:**

**Name:** Ms. Maria Isabel Eljuri<sup>o</sup>  
**Title:** Director of International Relations  
**Address:** Av. 12 de Abril y Agustín Cueva, 010201  
Cuenca, Ecuador  
  
**Telephone:** + 593 7 4051000 ext 1531  
**Fax:** + 593 7 4051000 ext 1105  
**Email:** relaciones.internacionales@ucuenca.edu.ec

### **at The University of Arizona:**

**Name:** Francisco A. Moreno  
**Title:** Deputy Dean for Diversity and Inclusion  
**Address:** 1501 N. Campbell Avenue  
Tucson, AZ 85724  
U.S.A.  
  
**Telephone:** +1 520.626.5327  
**Fax:** +1 520.626.6252  
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