



**MEMORANDUM OF UNDERSTANDING
between**

UNIVERSIDAD DE CUENCA

and

UNIVERSITY OF SASKATCHEWAN

The UNIVERSIDAD DE CUENCA, located at Cuenca, Ecuador, herein after referred to as UC, and UNIVERSITY OF SASKATCHEWAN, located at Saskatoon, Canada, herein after referred to as USASK, based on the shared understanding that cooperation between both institutions will further research and other academic and cultural activities, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms:

ARTICLE 1 – BACKGROUND

1.1. Universidad de Cuenca

In accordance with the Chapter 1 of its Statute, UC is an institution of higher education, legal entity under public law, autonomous with main location in the city of Cuenca, Province of Azuay; is governed by the Constitution of the Republic of Ecuador, General Law of Higher Education and was created by Legislative Decree issued by the Senate and the Ecuadorian Chamber of Deputies on October 15th, 1867 and ratified by the President of Ecuador on October 18th, 1867.

1.2. University of Saskatchewan

USASK is an institution of higher education, an autonomous legal entity under public law, located in the city of Saskatoon, Province of Saskatchewan; is governed by the University of Saskatchewan Act (1995) of the Province of Saskatchewan, by which it obtained its current name; and other related laws, its statute and regulations.

ARTICLE 2 - PURPOSE AND SCOPE

The purpose of this Memorandum is the furtherance of academic cooperation by means of jointly organized scientific events, the exchange of teaching staff/researchers, facilitating international study opportunities for students, which may include, but is not limited to the participation of these students in scholarship programs such as the Emerging Leaders in the Americas program scholarship (ELAP), and the development of joint research projects and collaborative programs.

In addition, the Parties may provide professional expertise by consultancy on special projects within the institutions, exchange short term visits for observation purposes, and, they agree to explore the possibility of developing activity plans in the future in the following areas:

- i. Specialized student, faculty or cultural exchange programs
- ii. Visiting scholar programs
- iii. Joint research projects between faculty, units or institution to institution
- iv. Short term training programs, including specialized, language training programs or projects
- v. Curricular development
- vi. Collaborative masters and doctoral degrees

ARTICLE 3 – FORMS OF COOPERATION

For the purpose of implementing specific cooperative programs or activities not already described within this Article, the Parties shall jointly prepare a program description, which designates the forms, the means and the respective responsibilities, and which shall thereupon be the object of an addendum to this Memorandum or a separate Agreement, to be executed by the concerned parties.

3.1. Teaching staff/researchers

The faculty of either institution under the terms of the Memorandum may participate in a variety of activities at the other institution. Such activities may include visiting faculty for instructional and/or research activities for short term or extended periods of time, conducting conferences, seminars, and/or lecture series.

3.1.1 Visiting Faculty Members/Researchers may take part in conferences, seminars, teaching and/or research activities, under stays which shall not exceed the extent of one academic year (twelve months).

3.1.2 Comprehensive health and accident insurance coverage must be arranged by the faculty member/researcher in his/her country of origin for the full period of mobility.

3.1.3 Salaries shall be paid by the institution of origin, and the cost of travel, board and lodging are the responsibility of the participants.

3.1.4 Participants who are faculty members/researchers will be granted access without charge to library materials necessary for academic pursuits, as well as archives and laboratories required to conduct research.

3.1.5 The scope, participants, finances and other details of collaborative projects, including joint research projects, co-hosted conferences or other partnership activities shall be described and agreed to in separate addendums as required.

3.2. Regular Exchange Students

The purpose of the regular exchange program is to provide students with the opportunity to pursue course work and language training, while living in a culturally and academically different institution. Regular exchange programs for undergraduate and graduate students will operate on the principle of reciprocity under the following terms:

3.2.1 In every year during the term of this agreement, each institution may send up to two students, for a maximum of four participants per academic year. The USASK and UC shall strive to keep the number of students exchanged each year in balance and will endeavour to correct any

imbalances in the following years. If a balance is not met, students from the university which has sent more students than it has received may, with the prior approval of the partner university, attend the partner university as fee-paying students and will be eligible to receive the same supports and services as a regular exchange student.

3.2.2 Each exchange student shall follow a course of studies jointly agreed to between the two institutions and any student's stay shall not exceed one academic year. Exchange students attending the USASK may do course work only, which would include classes, lectures and any other associated activities including clinics.

3.2.3 Students participating in this exchange must meet admission requirements as well as the following criteria:

- i. Undergraduate students will have completed at least two years of university study prior to their participation in exchange.
- ii. Students shall be in good academic standing with their home institution; and
- iii. Students shall possess the standard of language proficiency as set by the host institution. Students may be required to present proof of language proficiency.

3.2.4 Exchange students shall be pre-selected by their home institution based on academic excellence. The final decision on acceptance of exchange students shall rest with the host institution.

3.2.5 Subject to paragraph 3.2.1, no tuition shall be charged by the host institution for students accepted through the regular exchange program.

3.2.6 The host institution shall provide the home institution with official transcripts of the exchange students' academic performance. Students participating in the exchange must formally request a transcript from the host institution and shall be responsible for paying any fees charged for issuing transcripts.

3.2.7 Participating students shall be subject to the rules and regulations of the host institution. They shall have the same rights and privileges as other students at the host institution.

3.2.8 Exchange students shall procure health insurance coverage in his/her home country prior to arrival at the host institution.

3.2.9 The host institution will provide reasonable assistance to exchange students to find suitable accommodation.

3.2.10 Both parties will abide by a policy of equal opportunity, and do not discriminate on the basis of race, sex, age, ethnicity, religion, national origin or physical disability.

3.2.11 Neither Party is responsible for the exchange student's travel costs, personal expenses, including accommodation, health insurance or any other medical costs.

3.3. Joint/Sandwich Program Exchange Students:

The purpose of a joint/sandwich exchange program is to provide students from each partnering university the opportunity to pursue a research period of study at the other university. Joint/sandwich exchange programs will operate on the principle of reciprocity under the following terms:

3.3.1. In every year during the term of this agreement, each institution may send up to two students, for a maximum of four participants per academic year. The USASK and UC shall strive to

keep the number of students exchanged each year in balance, and will endeavor to correct any imbalances in the following years. If a balance is not met, students from the university which has sent more students than it has received may, with prior approval of the partner university, attend the partner university as fee-paying students and will be eligible to receive the same supports and services as a regular exchange student.

3.3.2 Joint/sandwich program exchange students shall follow a research and study program jointly agreed to between the two institutions and any student's stay shall not exceed one academic year.

3.3.3 Students participating in this exchange must meet admission requirements as well as the following criteria:

- i. Be in good academic standing with their home institution; and
- ii. Possess the standard of language proficiency as set by the host institution. Students may be required to present proof of language proficiency.

3.3.4 Participating students shall be pre-selected by their home institution based on academic excellence and research preparedness. The final decision on acceptance of exchange students shall rest with the host institution.

3.3.5 The students shall continue their enrollment at the home university and pay tuition fees to their home university during the term of the exchange. Subject to paragraph 3.3.1, no tuition shall be charged by the host institution for students accepted through the joint/sandwich exchange program.

3.3.6 The host institution shall provide the home institution with official transcripts of the exchange students' academic performance. Students participating in the exchange must formally request a transcript from the host institution and shall be responsible for paying any fees charged for issuing transcripts.

3.3.7 Participating students shall be subject to the rules and regulations of the host institution. They shall have the same rights and privileges as other students at the host institution.

3.3.8 Exchange students shall procure health insurance coverage in his/her home country prior to arrival at the host institution.

3.3.9 Both parties will abide by a policy of equal opportunity, and do not discriminate on the basis of race, sex, age, ethnicity, religion, national origin or physical disability.

3.3.10 The funding for expenses related to transportation, visa, health and other insurance as well as all academic and living expenses, are the responsibility of the participating student.

3.4. Emerging Leaders in the Americas Program (ELAP) Students:

3.4.1 UC students applying for a scholarship to attend the USASK under the Emerging Leaders in the Americas Program (ELAP) must prepare a brief study plan and covering letter. These documents should be forwarded by their department or college at UC to the International Research Office (IRO) at the USASK. After receiving these documents, the IRO will assist applicants in identifying appropriate faculty supervisors having complementary research expertise. Subsequently, IRO will provide advice and guide the applicants in developing their application packages, which will then be submitted on-line by respective supervisors at USASK on behalf of applicants.

3.4.2 ELAP Program students shall be considered equivalent to visiting scholars and will maintain registration in their home institution and will not be charged tuition or graduate student fees.

3.4.3 ELAP Program students will be provided with an affiliate card and a USASK email account, which will allow access to the library and internal online services.

3.4.4 ELAP Program students must have a functioning level of English to be able to participate fully and safely as a member of the research team.

3.4.5 ELAP Program students will be required to obtain comprehensive health and accident insurance coverage for the full period of mobility.

ARTICLE 4 – FUNDING

This Memorandum will not be guided by any commercial considerations and nothing in this agreement entails transfer of financial resources between the Parties. Neither Party will incur any financial obligations resulting from the actions of the other Party without a prior agreement in writing to accept specific financial obligations. Any additional agreement pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each Party.

This primary agreement can serve as a basis to conclude other agreements. To observe the terms of the Memorandum the Parties will develop specific cooperation programs whose organizational, financial as well as other terms of implementation will be specified in separate addendums. Such addendums will describe:

- i. Each institution will name and provide appropriate academic, scientific, technical and administrative staff to develop and implement funded programs.
- ii. A written protocol including administrative procedures and a detailed budget will be required for each program developed.
- iii. Decisions on the allocation of program funding will be discussed and agreed upon by both parties; decisions in this area will also remain the prerogative of the institution securing the funds. In the event that both institutions collaborate in generating funds, their allocation will be determined on the basis of mutual consent.

ARTICLE 5 – REQUIREMENTS

The parties agree to submit to the law of their respective countries and this agreement shall be interpreted in accordance with any applicable agreements between Canada and Ecuador.

The faculty and student participants taking part in the cooperation programs, and, the staff overseeing the administration of this Memorandum shall operate within the policies and regulations of their university of origin.

The participants taking part in the cooperation programs shall comply with the immigration requirements of the country of the host university.

The selection of people for mobility, for whatever reason, from one Institution to another, will be done according to the rules of the university of origin, without prejudice to its acceptance by the host university.

Each party shall maintain a policy or program of general and professional liability insurance at liability limits in no event less than \$2 million USD per occurrence. Upon request, each party shall provide proof of insurance acceptable to the other in the form of a certificate of insurance or certified copy of insurance policy.

ARTICLE 6 – EFFECTIVE TERM

This Memorandum shall become effective on the date of its execution and shall remain effective for a period of five years. The Memorandum may be renewed, subject to the consent of both institutions, and such renewal shall be in writing.

ARTICLE 7 - AMENDMENTS

This Memorandum may be amended upon written consent of both parties, sixty (60) days prior to any changes becoming effective. Any addenda derived from this Memorandum shall obey the same dates established herein.

ARTICLE 8 – TERMINATION

This Memorandum of Understanding may be terminated at any time, due to one of the following causes:

- i. By mutual agreement;
- ii. Due to natural occurrences or force majeure not attributed to the Parties;
- iii. Unilateral decision of one of the Parties, by prior notification to the other Party;

Termination, whether mutually agreed upon, or a unilateral decision, must be by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for the closing of each one of the programs affected by the termination. Activities in progress at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

ARTICLE 9 – COORDINATION

To ensure the technical-administrative coordination of this agreement, each party will designate a faculty and/or staff member who will be the primary point of contact for the implementation and ongoing monitoring of this agreement. On behalf of UC, Maria Isabel Eljuri, Director of International Relations will be the primary point of contact. On behalf of the UNIVERSITY OF SASKATCHEWAN, the Dean of the College of Graduate Studies and Research, or their designate, will be the primary point of contact.

All notifications, authorizations, approvals or other decisions or required instruction for the execution of this agreement, will be done by means of letter, to the following addresses:

Universidad de Cuenca (UC)

Av. 12 de Abril s/n y Agustín Cueva, Ciudadela Universitaria
Cuenca, Ecuador, Código Postal: 010201

University of Saskatchewan (USASK)
105 Administration Place,
Saskatoon, Saskatchewan Canada, Postal Code: S7N 5A2

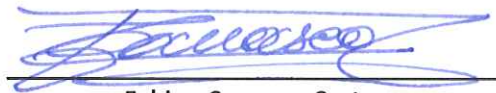
ARTICLE 10 – SETTLEMENT OF DISPUTES

In order to settle any disputes that may arise under the terms of this Memorandum, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party person, to act as mediator, and, in the event of that failing, resolution shall be by way of arbitration.

ARTICLE 11 – ACCEPTANCE

Convened and signed in four (2) originals, both in English.

UNIVERSIDAD DE CUENCA



Fabian Carrasco Castro

Rector

Date: Nov. 10/2014

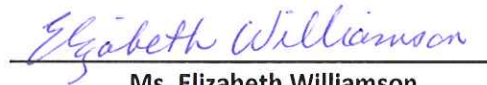
UNIVERSITY OF SASKATCHEWAN



Dr. Ernie Barber

Provost and Vice-President Academic

Date: _____



Ms. Elizabeth Williamson

University Secretary

Date: Sept. 24, 2014