



Hochschule Ostwestfalen-Lippe  
*University of Applied Sciences*

## **Agreement of Cooperation**

between

**Universidad de Cuenca**

and

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**Ostwestfalen-Lippe University of Applied Sciences  
Lemgo, Germany**

## **Universidad de Cuenca**

Cuenca University is a public institution of higher education, based on academic quality, creativity and innovation, autonomous and efficiently on legal entity under public law, secular, nonprofit, pluralist, and opens to all trends in beliefs, with main location in the city of Cuenca, Province of Azuay. The University of Cuenca is an institution with national and international recognition for excellence in teaching with research and links with the community; Its mission is to train professionals and scientists committed to improve the quality of life in regard to inter cultural contexts and harmonious relationships with the environment.

Its 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.

The University's 1600 students, 1075 teachers and 569 employees are centered in seven different campus with undergraduates programs through 12 Faculties such as Architecture, Arts, Agronomic, Hospitality Sciences, Chemistry, philosophy and Educational Sciences, Engineering, Law, Dentistry, Psychology and 49 careers. UC's postgraduate programs organizes and directs processes to the development and implementation of relevant with a consistent organization of knowledge with the current reality.

According to the actual requirement Cuenca University has 48 postgrad programs in process in several areas of understanding and its linked with the society by several projects in execution that joint teaching and learning, contributing to the economic, political, social and cultural development at local, regional and national levels being part of an essential and necessary change of wellness in society.

## **Ostwestfalen-Lippe University of Applied Sciences (OWL UAS)**

OWL UAS's goal is to tackle complex problems and global challenges and work to ensure that knowledge and innovations benefit society. The University provides education and research in engineering, economics and management, life science technologies, design and construction. The University's 6500 students and 650 employees are based at its campuses in Lemgo, Detmold, Hoexter and Warburg.

Each campus is characterized by its courses of study: Lemgo is home to the classic engineering disciplines, supplemented by one-of-a-kind courses such as Media Production, Wood Technology and Food Technology. Detmold focuses on disciplines involving construction and design. Hoexter has made a name for itself as a campus dedicated to ecological aspects in engineering. Warburg is the newest site of the University and offers a selection of the classic engineering disciplines.

Study programs at OWL UAS prepare students for the world of work from the word go. Practice orientation is the hallmark of studying at universities of applied sciences. At Ostwestfalen-Lippe University, scientific knowledge and methods are conveyed and applied in the numerous well-equipped labs and institutes. Thanks to the University's close cooperation with industry, it is commonplace for the University's students to carry out work placements and prepare theses in companies. Studies are rounded off by practical semesters.

In the field of research and technology OWL UAS has two main profile areas: life science technology and industrial IT. The Institute Industrial IT (InIT) carries out research in the field of industrial informatics and industrial automation for cyber-physical systems. The InIT is located in a science-to-business center (Centrum Industrial IT) on the campus in Lemgo, where more than 200 engineers from companies and research institutes are working in the field of industrial IT.

The University's excellent contact to the local industry and businesses is the basis for innovative study programs and successful research collaborations. Thanks to the excellent education of our graduates and the close cooperation, OWL UAS has become an essential and indispensable part of the economic region.

## **OBJECTIVES:**

In order to further the effective and mutually beneficial cooperation as well as to develop academic and cultural exchange in education, research and other areas, Universidad de Cuenca and OWL UAS hereby agree to co-operate toward the internationalisation of higher education.

The Parties propose to agree to enter into a bilateral program of exchange. The terms include:

- (a) Exchanging students and accepting course equivalence
- (b) Exchanging researchers



## **THE PARTIES HAVE AGREED AS FOLLOWS:**

### **Interpretation:**

In this agreement unless the context otherwise admits:

"Home Institution" means the Institution sending the respective students/ researchers.

"Host Institution" means the Institution receiving the respective students/ researchers.

### **1. STUDENT EXCHANGE:**

There will be regular exchange of students from both Universities. The students will visit the Host Institution for a duration specified and agreed upon by both Parties on a case-by-case decision. During this time, the student/s may attend course/s suitable for the student/s or work on independent project/s under the guidance of the relevant faculty.

The cooperation shall include all departments agreed upon by both universities and covers joint research as well as the exchange of information in the respective academic programs.

### **STUDENT EXCHANGE CONDITIONS:**

- a) The Home Institution shall screen applications from its students and recommend students to the Host Institution by invitation. In order to successfully being chosen as an exchange student or for project work or an internship, the academic performance of the students as well as regular attendance of courses shall be taken into consideration for the selection process. The Host Institution must be notified of the recommendation in writing by the end of the application deadline (for OWL UAS December 1<sup>st</sup> for the summer semester; June 1<sup>st</sup> for the winter semester) prior to the intended commencement date of the exchange period. The Host Institution shall make the final decision as to any acceptance of an exchange student on the basis of the recommendation.
- b) While at the host institution, students will take courses in or subjects similar to those required in their Home institution's course of study. The exact program of each student will be determined by the student with the approval of his or her supervisors at the home institution and the host institution.

- c) The students shall be enrolled as non-degree or degree-seeking students or only attend the Universities on a project or internship basis. Any transcripts of results shall be provided to the Home institution in accordance with the applicable data protection rules and regulations as soon as possible after the completion of the exchange.
- d) Depending on the particular fee-paying structure of each University, each student shall register and pay tuition and other required fees at their Home institution, as and if applicable. The Host Institution will thus waive all tuition and other required fees for the exchange students. Notwithstanding the above, all students at OWL UAS must pay the fees for the student body and social services as well as the semester ticket valid for public transport throughout the state of North Rhine-Westfalia (currently 241 Euro per semester).
- e) Each student shall be responsible for providing for their own living expenses, travel and transportation costs, passports, visas, books and other personal expenses relating to the respective exchange. Further, it shall be the responsibility of each student to ensure that he/she has adequate health and third party accident insurance cover during the stay abroad. Each University undertakes to provide information of, and to aid students of bursaries available to cover the above costs.
- f) In case a student from Universidad de Cuenca does not register for any courses, but instead attends OWL UAS for a few weeks only to work on a project or to write his/her final paper, he or she shall be partly or fully exempt from paying the 241 EUR fee for the student body and social services, subject to approval by OWL UAS. Such students shall be covered by valid third party accident insurance, however it is their responsibility to ensure that they have sufficient liability and health insurance during their respective stays in Germany.
- g) Students enrolled in the Host Institution shall be subject to the same rules and regulations applying to local students.  
Students shall be eligible for all services and rights normally provided to locally enrolled students.
- h) Both Universities recognize that in general the language of instruction of OWL UAS is German and at Universidad de Cuenca the language of instruction is Spanish. Students from Universidad de Cuenca who opt to register for classes and would like



to receive credits shall need to prove sufficient knowledge of German (at least level C1) in order for them to attend courses. If students work on projects or complete an internship only, a level of B2 is strongly recommended, although not mandatory.

## **2. EXCHANGE OF RESEARCHERS**

There shall be a regular exchange of faculty researchers from both Universities in the areas of need identified by the Host Institution. Both Institutes would like to invite researchers, particularly in different research areas.

The duration of such exchanges shall be agreed upon by both Universities on a case-by-case basis.

Both parties agree to further the publication of important research papers in scientific journals or academic periodicals as well as the exchange of academic publications.

### **EXCHANGE CONDITIONS FOR RESEARCHERS:**

- (a) Researchers from Universidad de Cuenca travelling to Germany and researchers from Germany travelling to Universidad de Cuenca may decide to extend their respective period of stay with the Host Institution subject to prior consultation and agreement. Unless otherwise expressly agreed, the Home Institution shall bear all costs and expenses including travel expenses of its staff members.
- (b) The Host Institution may decide to nominate a researcher for a specific area from the Home Institution. For the purposes set out in a) and b) above, Universidad de Cuenca and OWL UAS may seek funding from external sources/ governments/ sponsoring agencies/ organizations. Alternatively, scholarships and relevant development funds may also be sought by both Universities from the industry.
- (c) Each researcher shall be responsible for providing his/her own living expenses, travel and transportation costs, passports, visas, books and other personal expenses relating to the exchange. Further, it shall be the responsibility of each researcher to ensure that he/ she have adequate health and third party accident insurance cover during the stay abroad. Each University undertakes to inform and aid researchers of bursaries available to cover the above costs.

### 3. RENEWAL, TERMINATION AND AMENDMENTS

This agreement shall commence on 14<sup>th</sup> July 2014, and shall automatically be renewed annually. It can be terminated by either party at any time with 90 (ninety) days' written notice to the other Party. Notwithstanding the above, any students and researchers already admitted to and participating in the exchange must be allowed to complete the program. Any renewals, extensions of time or amendments to this Agreement must be undertaken in writing and signed by the authorized representatives of each University.

### 4. ADDITIONAL GUIDELINES

1. This Agreement, and any disputes hereunder, shall be construed in accordance with the laws of Germany and the German courts shall have exclusive jurisdiction.
2. The co-operating academic institutions of both Universities commit themselves to inform each other of congresses, colloquia, conferences and seminars held at either University and to exchange the results thereof.

### 5. SEVERABILITY CLAUSE

If one or more provisions of this Agreement are or become ineffective or if there should be any omission in relation hereto, the Parties shall agree as to how to cover such omission or replace any ineffective provision with an effective provision corresponding to that which the Parties would have agreed had they considered the matter upon concluding this Agreement. If it is not possible to agree on such a provision, the ineffectiveness of one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the ineffective provision is of such crucial significance that it can reasonably be assumed that the Parties would not have concluded the contract in the absence of the ineffective provision.

Cuenca, 14 de Julio, 2014

for and behalf of Universidad de Cuenca

  
Fabian Carrasco Castro  
President



Lemgo, 29.09., 2014

for and behalf of Ostwestfalen-Lippe  
University of Applied Sciences

  
Dr. Oliver HERRMANN  
President