



**GENERAL AGREEMENT FOR INSTITUTIONAL COOPERATION
BETWEEN NATIONAL SECRETARIAT OF HIGHER EDUCATION,
SCIENCE, TECHNOLOGY AND INNOVATION (SENESCYT) OF ECUADOR
AND STATE UNIVERSITY OF NEW YORK AT STONY BROOK OF THE
UNITED STATES OF AMERICA**

PARTIES

Appearing to the celebration of this General Agreement for interinstitutional cooperation, the National Secretariat of Higher Education, Science, Technology and Innovation, legally represented by René Ramirez, in his capacity as National Secretary, that for the purposes of this instrument will be called "SENESCYT", and State University of New York at Stony Brook, legally represented by Samuel L. Stanley, Jr., MD in his capacity as President of Stony Brook University, which hereafter for the purposes of this instrument will be called the "University".

The Parties freely and voluntarily, in order to meet their interests and institutional objectives, agree to sign this instrument based on the tenor of the following clauses.

FIRST CLAUSE. - BACKGROUND

1. The Ecuadorian State acknowledging that the Higher Education, Science, Technology and Innovation are essential for development and in its efforts to achieve the best living level and quality for its inhabitants, seeks to promote the generation and production of knowledge through the development of scientific and technological research and ancestral knowledge in order to encourage the development of national production, the improvement of the efficiency and productivity of human talent, and to achieve the good living or Sumak Kawsay. All of this in accordance to the Constitution of Ecuador (articles 385, 386, 387 and 388); the National System of Science, Technology, Innovation and Ancestral Knowledge, under the respect to the environment, nature, life, cultures and sovereignty; and the National Development Plan.
2. Articles 182 and 183 item "g" of the Organic Law of Higher Education, published on Official Registry Supplement No. 298 October 12th 2010, establish that SENESCYT is the body in charge of the higher education public policy and in charge of coordinating actions between the Executive and the institutions of the Higher Education, Science, Technology and Innovation System. Moreover, establish that among its functions, it has the mandate to establish from the national government, scientific and technological research policies, according to the development national needs, and to create incentives for national universities and polytechnic schools in order to encourage their development, without detriment of their internal policies.

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3. Article 115 of the Organic Code for Planning and Public Finances, states that the entities or organizations from the public sector may not enter into agreements, fix contracts, authorize or acquire obligations without the previous emission of the corresponding proof of funds availability.
4. The Executive Decree Number 934, dated November 10th, 2011 and published on the Official Record 582, dated November 23rd, 2011, states that the Constitutional President of the Republic, Eco. Rafael Correa Delgado, designates René Ramírez as National Secretary of Higher Education, Science, Technology and Innovation.
5. Samuel L. Stanley, Jr., MD, was named President of Stony Brook University in 2009, through approval of the New York State Office of the Comptroller as head of an agency and by which he is able to sign this Agreement on behalf of the State University of New York at Stony Brook of the United States of America.
6. The State University of New York at Stony Brook, of the United States of America, is a public institution recognized in the fields of scientific research. It was established in 1957, pursuant to Section 352 of the Education Law of the State of New York and is accredited by the Middle States Commission on Higher Education and the New York State Department of Education, among other accrediting commissions
7. Both Parties wish to cooperate to their mutual benefit in order to promote the academic, technological, scientific and innovation development in areas of mutual interest.

SECOND CLAUSE.- OBJECTIVE

The objective of this General Agreement is to develop, articulate and coordinate interinstitutional cooperation through the establishment of subjects of mutual interest in academic, technological, scientific and innovation fields, in order to generate and promote projects and programs between SENESCYT of Ecuador and the State University at Stony Brook University of United States of America.

THIRD CLAUSE.- DEVELOPMENT AND IMPLEMENTATION

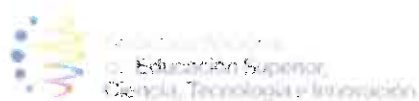
In order to develop and implement the objective of this instrument, the Parties will:

1. Establish cooperation mechanisms and processes for knowledge, technologies, and scientific research methodologies, in accordance with the applicable law and other normative that the Parties are subjected to. For the compliance of this item, the Parties will:

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- a. Determine actions that favor technologies and knowledge exchange for the promotion of scientific research, technology and innovation development, in Ecuador and in the fields in which the University is specialized. This item includes, but is not limited to:
 - i. Information exchange;
 - ii. Innovative technologies exchange;
 - iii. Technical support services;
 - iv. Experts exchange; and
 - v. Technology Alliances.
 - b. Promote joint initiatives for the development, acquisition, and diffusion of environmentally friendly technologies. This item includes, but is not limited to:
 - i. Experts Exchange;
 - ii. Exchange of successful experiences;
 - iii. Technical support services; and
 - iv. Technology Alliances.
 2. Boost cognitive capacities, based on the design and implementation of different mechanisms for the development of higher education and scientific research, in accordance with the applicable law and other normative that the Parties are subjected to, through:
 - a. Development and implementation of academic programs and scientific research projects, related to the fields in which the University is specialized. This item includes but is not limited to:
 - i. Experts exchange;
 - ii. Exchange and education of students and professionals (academics and researchers);
 - iii. Exchange of innovative methodologies for teaching, and scientific and technological research; and
 - iv. Information exchange.
 - b. Development and implementation of training programs and workshops, in the fields in which the University is specialized. This item includes, but is not limited to:
 - i. Exchange of successful experiences; and
 - ii. Improvement and deepening of the knowledge of Ecuadorian experts and professionals, covering the scientific and technological areas of mutual interest.
 3. Establish national and international networks related to the fields of higher education, science, technology and innovation, for which the Parties will cooperate directly with the different institutions of higher education and research in Ecuador.

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4. Act reciprocally regarding academic, scientific and technological subjects related to intellectual property and licenses, in accordance with the current legislation and other applicable normative of each Party.
5. Incorporate objectives, priorities, subject areas and cooperation instruments that the Parties considerate jointly, for the improvement and deepening of their relations.
6. Prioritize the dialogue between the Parties under the good faith principle, which is characteristic of cooperation relationships.

The Parties will consider each other's academic, scientific and technological priorities related to their own objectives, plans, projects and institutional strategies, in order to accomplish the above mentioned activities. This in strict accordance with the applicable law and other normative that the Parties are subjected to.

"*Specific Agreements*" will be signed for the implementation of the projects, provided the sufficient financing funds are available.

FOURTH CLAUSE.- IMPLEMENTATION, MONITORING, AND COORDINATION

The implementation, coordination and monitoring of this General Agreement will be the responsibility:

- a) From SENESCYT's side, the International Cooperation Department; and,
- b) From the University's side, Dean of the College of Engineering and Applied Sciences

FIFTH CLAUSE.- FINANCING

For the implementation of the various activities carried out under this General Agreement, the Parties agree to use reasonable efforts to negotiate and obtain the financing funds for the generation, implementation and evaluation of programs and projects related to higher education, science, technology and innovation. Similarly, the Parties will be able, if considered pertinent, to request financing and participation of international organizations specialized on science, technology and innovation, research and implementation of programs and projects related to this instrument, always within the limits established by the applicable legislation and other normative of each Party.

SIXTH CLAUSE.- VALIDITY AND TERM

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The present Agreement will have a term of five (5) years, from the subscription date and will be renewed as long as the Parties express their willingness to do so. The Parties will have to notify their mutual willingness to renew this instrument by written notice, signed by the appropriate authority of each party. The renewal notifications will have to express the new term and validity of the General Agreement and will have to be sent thirty (30) days prior the expiry date of this instrument. In the case that one of the Parties wishes not to renew the General Agreement, the Party will have to inform the other at least six (6) months before this legal instrument expires.

SEVENTH CLAUSE.- EARLY TERMINATION

This General Agreement could terminate earlier because of the following reasons:

- a) Unilateral decision, informed to the counterpart by written document, six months (6) prior to the termination.
- b) Force majeure that makes the enforcement of the Agreement impossible; or,
- c) Mutual agreement of the Parties.

The early termination of this instrument shall not affect by any means the commitment to comply the activities and liabilities expressed upon, nor will grant any right to claim for any compensation.

EIGHT CLAUSE.- MODIFICATIONS

The terms established in this General Agreement can be modified, if correctly justified by the suggesting Party, through a proposal presented, analysed, and accepted at least ninety (90) days prior to the intended implementation date.

This instrument can be modified by mutual agreement of the Parties.

Every modification request will have to be submitted by letter to the other Party, which will express its position about the required subject, no later than thirty (30) days after the reception date of the request.

NINTH CLAUSE.- DISPUTE RESOLUTION

The contracting Parties, in good faith should resolve disputes in an amicably way, controversies, claims or differences emerged between them related to the scope, interpretation or applicability of the provisions of this General Agreement.

TENTH CLAUSE.- INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

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The Parties promise to guard and respect the rights of intellectual property that may be generated in the context of the present legal instrument, for the purpose of ensuring the participation of revenues that could be derived from the patrimonial exploitation of the intellectual property, in strict accordance with each Party's then applicable legislation.

In order to guarantee the protection of technological developments and other inventions that can be subject to protection by some form of intellectual property, the Parties agree to sign Agreements of confidentiality regarding the information generated through the research projects and technological development created in the framework of the present Agreement of Cooperation and other instruments related to the same.

The diffusion of information considered confidential can be made only through mutual agreement between the Parties.

Notwithstanding the above mentioned provisions, the Parties can disseminate the identity of the authors of publications and other scientific works generated in the scope of the present Agreement.

In all cases the Parties shall negotiate through "Specific Agreements", with the corresponding intellectual property clauses dependent on the potential results that can be obtained as a result of the processes carried out in the scope of this Agreement.

In addition, the clauses that guarantee the respect of the environment, access to biological or genetic resources and to local knowledge and teachings, as contemplated in the current regulations of the Parties, shall be taken into consideration.

ELEVENTH CLAUSE.- ADDRESS AND NOTIFICATIONS

For the pertinent purposes, the Parties establish their addresses at:

a) SENESCYT:

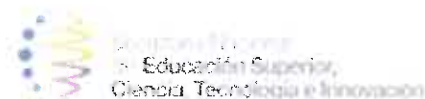
Ed. Delfos, Whymper E7-37 y Alpallana
Quito-Ecuador
539 2 250 56 56 ext: 221
cooperacionrri@senescyt.gob.ec

b) STONY BROOK UNIVERSITY:

College of Engineering and Applied Sciences
Stony Brook University, Stony Brook, NY 11794-2200
+1-631-632-8380
yacov.shamash@stonybrook.edu

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TWELFTH CLAUSE.- ACCEPTANCE AND SIGNING

The parties expressly state their acceptance to all the established in this General Agreement, whose provisions are subjected.

In witness whereof sign two (2) samples in Spanish and two (2) samples in English, which have equal value and content.

a) On behalf of SENESCYT:

René Ramírez Gallegos,
National Secretary of Higher Education, Science, Technology and Innovation.
Date: 23 JUL 2013

b) On behalf of State University of New York at Stony Brook:

Samuel L. Stanley, Jr., M.D.
President
Date: 6/10/13

Yacov Shamash, Ph.D.
Dean, College of Engineering and Applied Sciences
Vice President of Economic Development
Date: 6/10/13

William Arens, Ph.D.
Vice Provost, Global Affairs
Dean of International Academic Programs
Date: 4.6.13

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