

ESCUELA
POLITÉCNICA
NACIONAL

AGREEMENT FOR INTERNATIONAL RESEARCH COLLABORATION

between

Escuela Politécnica Nacional
Quito, Pichincha, Ecuador

and

The University of Western Ontario
London, Ontario, Canada

THIS AGREEMENT is effective as of the 1 day of April 2016 and is entered into between the Escuela Politécnica Nacional and The University of Western Ontario, c/o Research Development & Services, Support Services Building, Room 5150, London, Ontario N6A 3K7, Canada.

IN CONSIDERATION OF the mutual covenants of the parties set forth below, the parties agree as follows:

1. **PURPOSE**

Escuela Politécnica Nacional and The University of Western Ontario believe that the quality of research and teaching is strengthened by the establishment of international cooperation links and wish to enter into research collaboration with a view to their mutual enrichment in scientific, academic, and cultural areas.

2. **OBJECTIVE**

The general objective of this agreement is to establish long-term research collaboration in fields which are compatible with the orientation of each university, and which are relevant to the industrial, scientific, social and cultural interests and needs of the countries in which the parties are respectively located.

The initial focus will be in the area of the development of smart and sustainable university campuses, including research related to smart and green buildings. Furthermore, this research may relate to the completion of the research component of relevant postgraduate study programs for interested students. Other areas of cooperation may develop at a later time.

3. **MANNER OF IMPLEMENTATION**

The collaboration contemplated by the Agreement will be implemented by:

- a. the exchange of researchers,
- b. the exchange of scholarly and pedagogical materials,
- c. the coordination of collaborative research programs.

For purposes of this Agreement, "researchers" means the following:

- ◊ faculty members
- ◊ postdoctoral fellows
- ◊ graduate students participating in the exchange for the purpose of research (rather than receiving credit for courses taken)



4. **EXCHANGE OF RESEARCHERS**

- a. The participation of any researcher from either university in the exchange will be subject to the prior approval of such researcher by the other university.
- b. Each university undertakes to maintain the salary and supplementary benefits of its own faculty members who participate in the exchange, consistent with its faculty leave policies and other policies in effect from time to time.
- c. Each university will endeavour to raise funds for travel to the host university for its own researchers wishing to participate in the exchange.
- d. Participants from each of the universities, while in attendance at the other university's facilities, shall abide by the rules and regulations of that host university regarding the use of facilities and conduct, and shall be subject to the laws of the host country.
- e. Graduate students may be charged an administration fee by the host university. Information about the fee may be obtained from the research program director at the host university.

5. **RESEARCH PROGRAM MANAGEMENT**

Each university will appoint one (or, if appropriate, more than one) research program director to ensure that the research collaboration proceeds according to a reasonable plan and to ensure that the purposes, objectives and terms of this Agreement are carried out. Each university may at any time name a successor to, or replacement of, its research program director(s).

For the initial period of the agreement the research directors will be:

- 1) Prof. Jaime Calderón Segovia, Rector of the Escuela Politécnica Nacional
- 2) Prof. Miriam Capretz, Associate Vice-Provost (Acting), Graduate and Postdoctoral Studies, the University of Western Ontario

6. **ASSISTANCE TO EXCHANGE PERSONNEL**

Each university agrees to accept visiting researchers within the parameters of this Agreement, and will assist visiting researchers to find living accommodation and to become integrated into their new social environment, but such assistance shall not include financial assistance.



7. INTELLECTUAL PROPERTY

In the context of their respective policies and procedures, both universities agree to share any intellectual property developed as a result of collaboration between the universities pursuant to this agreement. Intellectual property that has been independently developed by a university shall be retained by the originating university. This provision is the over-arching agreement in principle, and shall be administered in accordance with the attached *Intellectual Property Statement*.

8. INSURANCE

The parties to this Agreement acknowledge that they do not provide visiting researchers with medical or hospital or personal property insurance nor are they responsible for any medical or hospital expenses or any other loss suffered by any visiting researcher. It is required that visiting researchers, or their home university, ensure that adequate provision for their needs is made in these areas.

At The University of Western Ontario, visiting researchers are required to purchase coverage under the University Health Insurance Program (UHIP), unless they can demonstrate that they already possess equivalent or greater coverage from another insurance program or plan.

Upon request, the host university will make reasonable efforts to assist visiting researchers to obtain such insurance, as appropriate, but such assistance shall not include financial assistance.

9. DURATION AND AMENDMENT OF AGREEMENT

This Agreement shall have effect and be binding upon the parties hereto for a period of five (5) years from the date of this Agreement. Each university represents that it has the authority to enter into this Agreement and to support the intended collaborative research initiatives. This Agreement may only be amended by the mutual consent of all parties in writing.

10. EARLY TERMINATION

This Agreement may be terminated at any time upon the written mutual consent of the parties, or upon either party giving twelve months written notice of termination.

11. FREEDOM FROM DISCRIMINATION

Each party acknowledges to the other that it subscribes to a policy of non-discrimination, which requires its employees not to discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Each

A handwritten signature in blue ink, appearing to be a stylized 'P' or a similar character.

university shall abide by these principles in the administration of this Agreement and neither university shall impose criteria for the exchange of researchers that would violate these principles of non-discrimination.

12. **LANGUAGE**

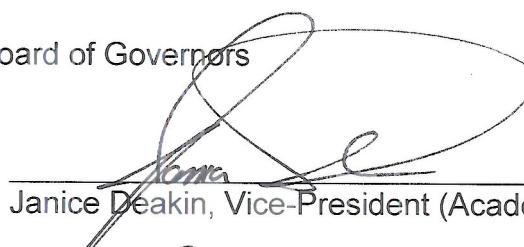
Although a translation of this Agreement may be prepared in another language, it is understood and agreed that this English-language version is the official and binding document between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the date first written.

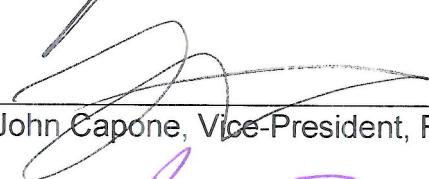
THE UNIVERSITY OF WESTERN ONTARIO

The Board of Governors

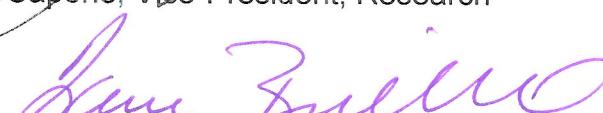
Per:


Janice Deakin, Vice-President (Academic) and Provost

Per:


John Capone, Vice-President, Research

Per:


Irene Birrell, Secretary of the Board of Governors

ESCUELA POLITÉCNICA NACIONAL

Per:


Jaime Calderón Segovia, Rector

AGREEMENT FOR INTERNATIONAL RESEARCH COLLABORATION

Intellectual Property Statement (Clause 7)

a) For purposes of this section:

- i) "Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;
- ii) "Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and
- iii) Where a provision is to the effect that The University of Western Ontario owns any Intellectual Property, such provision shall be read to mean that The University of Western Ontario, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

(b) Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

- (i) All Intellectual Property of a university (and its third party licensors) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that university. The other universities shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named university for purposes of the Project and for internal teaching and research purposes.
- (ii) Ownership of jointly developed Intellectual Property shall be determined by the participating universities on a Project basis, having regard to the nature, quality and extent of the contributions by the respective universities.



- (iii) Any commercialization of jointly-developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors of the contributing universities.
- (iv) Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly-developed Intellectual Property shall be determined by arbitration in accordance with the rules of the International Chamber of Commerce.

A handwritten signature in blue ink, appearing to be "J. P." followed by a period.