



## **MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING by and between the ESCUELA POLITECNICA NACIONAL, Ecuador and the UNIVERSITY OF SASKATCHEWAN, Canada, which aims at promoting academic cooperation between the Parties.**

The ESCUELA POLITECNICA NACIONAL, located at Quito, Ecuador, herein called EPN, in this agreement is represented by its Rector, engineer Alfonso Espinosa Ramón, and, the UNIVERSITY OF SASKATCHEWAN, located at Saskatoon, Canada, herein called UofS, in this agreement is represented by its President, Dr. Ilene Busch-Vishniac.

Based on the shared understanding that cooperation between both institutions will further research and other academic and cultural activities, the parties do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

### **SECTION 1 – PURPOSE AND SCOPE**

The purpose of this Agreement is the furtherance of academic cooperation by means of promotion of collaborative research, lectures and symposia, 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 (ELAP) and the Secretaria Nacional de Educación Superior, Ciencia, Tecnología e Innovación program (SENESCYT), and the development of joint research projects and collaborative programs.

### **SECTION 2 – FORMS OF COOPERATION**

#### **2.1. Teaching staff/researchers**

- 2.1.1** Visiting Faculty Members/Researchers may take part in conferences, teaching and/or research activities, under stays which shall not exceed the extent of one academic year (twelve months).
- 2.1.2** 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.
- 2.1.3** Salaries shall be paid by the institution of origin, and the cost of travel, board and lodging are the responsibility of the participants.
- 2.1.4** Exchange 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.

## **2.2. Exchange Students:**

Exchange programs for undergraduate and graduate students will operate on the principle of reciprocity under the following terms:

- 2.2.1 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 UofS and EPN shall strive to keep the exchange in balance over the any given one-year period, and will endeavor to correct any imbalances in the following years. If a balance is not met, students from the oversubscribed university may attend the partner university as fee-paying students and will be eligible to receive the same supports and services as a regular exchange student.
- 2.2.2 Each exchange student shall follow a course of studies jointly agreed to between the two institutions. Exchange students attending the UofS may do course work only, which would include classes, lectures and any other associated activities including clinics.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 The period of exchange shall not exceed more than one year.
- 2.2.6 No tuition shall be charged by the host institution for students accepted through the regular exchange program. Exchange students may be required to pay student association fees as posted by the student association of the host institution.
- 2.2.7 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.
- 2.2.8 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.
- 2.2.9 Exchange students shall procure health insurance coverage in his/her home country prior to arrival at the host institution.
- 2.2.10 The host institution will provide reasonable assistance to exchange students to find suitable accommodation.
- 2.2.11 Both parties will abide by a policy of equal opportunity, and will not discriminate on the basis of race, sex, age, ethnicity, religion, national origin or physical disability.



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

**2.3. Joint/Sandwich Program Students:**

**2.3.1** EPN graduate students, attending the UofS under the terms of this agreement, who wish to do research under the supervision of a faculty member at the UofS in partial fulfillment of their EPN degree, are joint or sandwich program students.

**2.3.2** Joint/sandwich program students must have completed at least a engineering's degree at their home institution and shall apply and register as Non-degree students.

**2.3.3** Joint/sandwich program students, must meet the minimum admission requirements as posted for graduate studies at the UofS.

**2.3.4** 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.

**2.3.5** Joint/sandwich program students shall pay tuition at the posted rates and have all of the rights and privileges as other graduate students at the UofS, including extended health benefits and access to internal scholarships and funding for which they are qualified.

**2.4. Emerging Leaders in the Americas Program (ELAP) Graduate and Undergraduate Students:**

**2.4.1** EPN graduate students applying for a scholarship to attend the UofS under the Emerging Leaders in the Americas Program (ELAP) must prepare a brief research plan and covering letter. These documents should be forwarded by their department or college at EPN to the International Research Office (IRO) at the UofS. 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 the UofS on behalf of applicants.

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

**2.4.3** Undergraduate ELAP Program students are categorized as In-bound Exchange Students. They should contact the International Student and Study Abroad Center (ISSAC) at [study.abroad@usask.ca](mailto:study.abroad@usask.ca).

2.4.4 All 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.

2.4.5 All 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.

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

### **SECTION 3 – IMPLEMENTATION**

For the purpose of implementing specific cooperation activities, such as jointly organized events, student exchanges, double/collaborative programs, or others, both institutions shall together prepare a work plan describing the forms, the means and the respective responsibilities, which shall thereupon be the object of a Specific Agreement, to be executed by the concerned parties.

### **SECTION 4 – FUNDING**

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.

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.

### **SECTION 5 – INTELLECTUAL PROPERTY**

Each institution agrees to respect each other's rights to intellectual property. Further, the Intellectual Property Rights (IPRs) that arise as a result of any collaborative research or activity under this agreement will be governed within separate agreements generated on a case to case basis.

### **SECTION 6 - 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.

### **SECTION 7 – EFFECTIVE TERM**

This Memorandum of Understanding shall become effective on the date of its execution and shall remain effective for a period of five years. Upon the completion of this term, the Memorandum of Understanding may be reedited, with the consent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement.

### **SECTION 8 - AMENDMENTS**

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory parties.



Any addenda derived from this Memorandum of Understanding shall obey the same dates established herein.

#### **SECTION 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 the ESCUELA POLITECNICA NACIONAL, the Director of Institutional 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.

#### **SECTION 10 – TERMINATION**


This Memorandum of Understanding may be terminated at any time, by either party, by means of a 60-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, provided however that the activities underway at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

#### **SECTION 11 – SETTLEMENT OF DISPUTES**


In order to settle any doubts that may arise under the performance or in the construction of this Memorandum of Understanding, 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 natural person, to act as mediator.

And having thus agreed and covenanted, the parties execute this Memorandum of Understanding in two (2) identical counterparts in each version, in English and in Spanish, to one and same effect, in the Quito city D.M., to 10 april 2013.

**ESCUELA POLITECNICA NACIONAL**

  
**Alfonso Espinosa**  
Engineer

**UNIVERSITY OF SASKATCHEWAN**

  
**Ilene Busch-Vishniac**  
President