

**Memorandum of Understanding**

between

Sacred Heart University, Inc.



and

Instituto Tecnológico de Costa Rica, Inc.



In order to achieve a successful and sustainable partnership, **Sacred Heart University, Inc.** (Fairfield, CT, USA), indicated hereinafter as "SHU", and the **Instituto Tecnológico de Costa Rica, Inc.** (Cartago, Costa Rica), indicated hereinafter as "ITCR" endorse this Memorandum of Understanding.

**TITLE I. COOPERATION**

Both Parties will make every reasonable effort to encourage direct contact, educational, and research cooperation between their constituents, including students, faculty members, departments, and research institutes, and will endeavor to cooperate in the fields with which both Parties are concerned.

**TITLE II. ACTIVITIES**

Within spheres that are mutually agreed to, the Parties agree on the following general forms of cooperation:

- A. Joint educational and research activities;
- B. Exchange of academic materials and academic publications;
- C. Exchange of faculty members and academic staff for research lectures, and discussions;
- D. Collaborate on short-term faculty led programs at SHU and ITCR;
- E. Explore undergraduate and graduate study, research, and cultural opportunities;

The two universities retain the right, where appropriate, to define other areas of cooperation by mutual agreement. In this case specific additional agreements approved by the competent bodies will be entered into.

Themes of joint activity and the conditions for utilizing the results achieved and arrangements for all forms of cooperation including visits and exchanges will be negotiated for each specific case.

**TITLE III. GENERAL**

**Art. 1 – Financing**

NOW THEREFORE the Parties agree that all financial arrangements will be negotiated and identified by the creation for a new agreement prior to the commencement of the associated activities listed above.

**Art. 2 – Status**

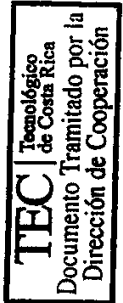
In compliance with the laws and regulations in force in its own country, each party will provide support and help to guests from the other institution in order to fulfil the tasks agreed on. University personnel will maintain the status of employees of the university they are employed by.

**Art. 3 – Insurance**

The participants engaged in educational programs maintain health insurance, bodily injury coverage and civil liability insurance.

ITCR students and faculty engaged in educational programs are entitled to buy health insurance, bodily injury coverage and civil liability insurance certificates themselves.

SHU agrees to maintain general liability insurance which extends to students and faculty engaged in educational programs, as well as ensure that participants maintain travel health insurance coverage.



**Art. 4- Equal opportunities**

In order to implement this agreement, the parties undertake to guarantee equal opportunities without discrimination of race, gender, religion, social class and ethnicity.

**Art. 5-Duration and language**

This agreement will be valid for five (5) years from date of signing and can be renewed upon mutual agreement between the parties. Either party may terminate this Agreement at any time upon six (6) months written notice to the other party.

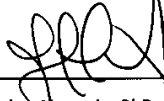
This Agreement may be amended or revised by the two universities after consultation and mutual agreement. Any issues not mentioned in this agreement may be resolved through mutual agreement.

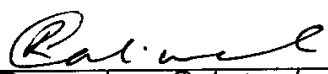
This MOU is not intended to be a legally binding document. The above outlines the intent of SHU and ITCR and will be followed by action plans when needed that detail the steps required to accomplish these objectives.

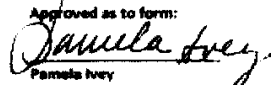
The parties hereto are independent contractors. Nothing in this MOU shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principle/agent or partnership. Neither party shall have the authority to nor shall either party attempt to assume any obligation by or on behalf of the other party.

This MOU shall be governed by and construed in accordance with the laws of the State of Connecticut.

TEC | Tecnológico de Costa Rica  
Documento Tramitado por la  
Dirección de Cooperación

  
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Rectoría  
Julio César Calvo Alvarado, PhD  
Rector  
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Approved as to form:  
  
Pamela Ivey  
Paralegal  
Sacred Heart University  
09/23/15

  
  
Vo.Bo.