

MEMORANDUM OF UNDERSTANDING (MOU)
Between
INSTITUTO TECNOLÓGICO DE COSTA RICA
And
AMERICAN UNIVERSITY OF SHARJAH, UNITED ARAB EMIRATES

Recognizing the mutual benefits to be gained through a cooperative program scholarly activities and international understanding, **INSTITUTO TECNOLÓGICO DE COSTA RICA, CARTAGO, COSTA RICA** (hereinafter referred to as "ITCR"), register number 4-000-042145 and herein represented by Rector Julio César Calvo Alvarado, PhD in Natural Resources, identification number 1-639-541; and **AMERICAN UNIVERSITY OF SHARJAH, UNITED ARAB EMIRATES**, founded with Amiri Decree No. 8 in 1996 signed by H.R.H. Sheikh Dr. Sultan bin Mohammad Al Qassimi, Member of the UAE Supreme Council and Ruler of Sharjah (hereinafter referred to as "AUS"), herein represented by Chancellor Björn Kjerfve, Ph.D. in Marine Sciences, will enter into this academic cooperation agreement.

I. Purpose

The purpose of this MOU is to install a reciprocal cooperation framework that will allow the promotion and development of activities of mutual interest, as well as the exchange of academic and/or other information of mutual interest, on a non-exclusive basis, for the mutual benefit of both parties.

II. Areas of Cooperation

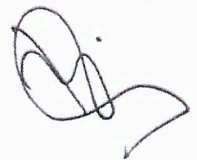
The parties agree to cooperate in the following areas:

1. Promoting the exchange of faculty and graduate students for the purpose of research
2. Promoting the exchange of undergraduate students, subjected to the stipulations of the respective countries and the internal procedures of each Institution (in the case of AUS, this requires approval of acceptance of transfer credit by the UAE Ministry of Education)
3. Organizing research, educational and cultural activities
4. Facilitating and coordinating joint research cooperation
5. Collaborating on joint projects carried out by research centers
6. Collaborating to secure funding to enhance the capacity of the parties to carry out research

III. Implementation Arrangements

When the parties wish to enter into a further specific co-operation (faculty or student exchanges, projects, special events etc.) within the framework of the MOU, the parties will sign a separate project- specific agreement, which will stipulate the obligations of the parties with respect to such co-operation. Any project-specific agreement will be concluded and carried out in accordance with this MOU, and will include a provision referring to the MOU, which is applicable to such agreements and the programs / projects resulting there-from


Rector


Chancellor

Those specific agreements shall include the following information as the minimum:

1. Description of the responsibilities and benefits for each institution.
2. Objective and programming of the activity in specific.
3. Budgets and funding sources for each activity. It is the responsibility of the university submitting an activity to ensure that sufficient funds are available for its completion. Both institutions agree that all specific provisions and activities plans shall be negotiated; they shall depend on the availability of funds.
4. Any other item considered necessary for the efficient management of the activity. In itself, this MOU will not carry any financial obligations for either party.

IV. Branding and Communications

Neither Party shall use the name, logo or trademarks of the other party or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of the other Party in each case.

Acknowledge that it is familiar with ideals and objectives of each party and recognizes that its name and logo may not be used in a manner inconsistent with the brand guidelines.

The Parties agree to recognize and acknowledge this partnership as appropriate. The parties should inform and share all the publications and marketing materials prior to use and/or public display and take the written approval/signoffs of the each party prior to printing / publication or public distribution.

Any external communication with the media regarding the partnership from either party should be agreed upon in writing.

Neither organization shall speak nor make public statements on behalf of the other, nor claim to represent the other, except in specific cases where express agreement is given in writing.

V. Statutory Compliance

Each party will cooperate in the activities envisaged under this MOU in accordance with their own internal regulations, rules, and directives. Specific activities envisioned under this MOU that require financial commitments or liabilities of either party will be subject to separate written agreements.

VI. Duration of the Agreement, Termination and Modification

This agreement will enter into force for an initial period of five years, on the date of its signature by the duly authorized representatives of the parties.

The Memorandum may be extended by mutual written consent at least six (6) months prior to the expiration date.

Either party may terminate the arrangements described in this MOU upon one month's notice in writing to the other party. In such case, it is understood that all the activities under development shall be continued until the date of termination, except those for which the agreement was terminated.

This agreement may be amended by mutual consent, provided that one of the parties notifies the other in writing of the proposed amendment.

VII. Resolution of Disputes

Differing point of views and interpretations of the terms of this MOU shall be resolved amicably by mutual consultation or negotiation.

VIII. Privileges

Nothing in or relating to this MOU shall be deemed a waiver, expressed, or implied of any of the privileges.

Prior to making visits or performing individual projects or exchanges, the representatives from both institutions will need the prior authorization of the corresponding authorities at ITCR and AUS.

Neither of the Parties undertake financial obligations under this MOU; notwithstanding, specific agreements or contracts for the rendering of services shall be executed, and they will be subject to the fund availability of both institutions.

Each institution assigns an individual who shall serve as Liaison Officer for this agreement. This Liaison Officer shall be responsible for coordinating specific aspects of this cooperation. The Liaison Officers designated are:

For Instituto Tecnológico de Costa Rica:

Name: Ing. Roberto Guzmán Gutiérrez, MBA

Title: Director of Cooperation of the Vice Presidency for Research and Extension

Address: Calle 15, Avenida 14., 1 km Sur de la Basílica de los Ángeles., Provincia de Cartago, Cartago, 30101

Phone: + (506) 25509155

Fax: + (506) 2551-7424

Email: roberto.guzman@tec.ac.cr

For American University of Sharjah:

Name: Dr. Linda C. Angell

Title: Director, International Exchange Office

Address: American University of Sharjah, P.O. Box 26666, Sharjah 26666 UAE

Phone: (+9716) 515-4008

Fax: (+9716) 515-4010

Email: langell@aus.edu

This Memorandum has been written in English in two versions; both are authentic. In accordance, the corresponding authorities have stamped their signatures.

AMERICAN UNIVERSITY OF SHARJAH

INSTITUTO TECNOLÓGICO DE COSTA RICA

Dr. Björn Kjerfve
Chancellor

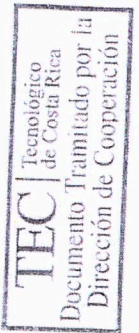
Dr. Julio Cesar Calvo Alvarado
Rector

Place: _____

Date: _____

Place: _____

Date: _____



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