

MEMORANDUM OF UNDERSTANDING

BETWEEN

BELMONT UNIVERSITY, NASHVILLE, USA

AND

INSTITUTO TECNOLÓGICO DE COSTA RICA, CARTAGO, COSTA RICA

Instituto Tecnológico de Costa Rica (hereafter called ITCR) and Belmont University in Nashville, USA (hereafter called Belmont) wish to initiate cooperative relations between the two institutions, especially to develop the academic and cultural interchange between the two institutions through mutual assistance in the areas of education, research, and others, agree as follows:

PART I

SCOPE OF THE COOPERATION

The areas of cooperation include, subject to mutual consent, will occur between interdisciplinary units, to be determined through further collaborations, in both universities.

This cooperation can be extended to other areas of study at both universities upon the understanding of both parties.

Purpose of the Understanding

- i. The general purpose of this understanding is to strengthen the current educational relations and cooperation between the two participating institutions promoting academic linkages and enriching the understanding of the culture of the two countries concerned.
- ii. The purpose of exchanges between faculty/staff members is to promote collaborative research, other educational programs and developments, and to further mutual understanding.
- iii. The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit which will be applied towards their degree at their home institution.

The assistance to be provided by each of the contracting parties will be teaching, research, exchange of faculty/staff and students, and development, consultancy, etc., as deemed beneficial by the two institutions.

The parties will encourage direct contact and cooperation between their faculty and administrative staff, divisions, and other units.

PART II

AREAS OF COOPERATION

1. Exchange of students.
2. Exchange of faculty members.
3. Joint research and consultancy activities.
4. Participation in seminars and academic meetings.
5. Exchange of academic materials and other information.
6. Inbound Study Abroad at preferential rates
7. Promoting recruitment for each other
8. Other as deemed beneficial by both institutions

The terms of such cooperation and, where necessary, budget for each specific activity that is implemented will be subject to negotiation and prior written understanding. Each university will designate a person to coordinate specific activities or programs.

For the coordination of this Agreement and the annual program of activities, ITCR appoints Eng. Eddy Ramírez Jiménez from the School of Computer Engineering, and Belmont University appoints Lisa Donahoo, Director of Global Engagement at Belmont University.

In respect to any form of co-operation, this Memorandum of Understanding ('MOU') may have, from time to time, written understandings annexed to it regarding any specific project.

Each party will ensure that all public statements including statements to the media or articles relating to their joint activities are first cleared by the other party prior to release or publication.

No party will have the right to use the name or logo of another party without that party's prior written consent and other conditions attached to such consent.

The parties acknowledge that the academic and research standards properly established by each of them must be maintained at all times and that the relationship between the parties will not operate to constrain the other party from applying those standards.

This MOU does not legally or financially bind either of the two universities. Its aim is to promote relations that will mutually benefit each institution, this being the primary aim of university collaboration.

PART III

STUDENT EXCHANGE PROGRAM & STUDY ABROAD FEE PAYING

A. PURPOSE

The purpose of this program is to make possible and to institute the exchange of (undergraduate) students between the two schools of design on a continuing basis.

B. DEFINITIONS

In this understanding, unless the context will otherwise imply, “exchange” shall mean a one-for-one exchange of students from each institution, “exchange students” shall mean students participating in the exchange implemented herein, “home institution” shall mean the university at which the student intends to graduate, and host institution” shall mean the institution that has agreed to receive the exchange students from the home institution.

C. NUMBERS

The numbers of students to participate in the exchange programs will be mutually agreed on an annual basis by exchange of communication between institutions. Subject to the availability of suitable candidates, each institution will endeavor to send to the other exchange students each academic year, during the period of the understanding.

ITCR and Belmont will review the program annually for any imbalances in the number of students and will adjust the number of students exchanged the following year, as necessary, to maintain a reasonable balance in the exchange.

- i. In principle, the exchange of students will occur on a one-for-one basis. This number may vary in any given year, but over a fixed period of five years, the total number of students participating shall be balanced.
- ii. The number of Study Abroad students sent to ITCR will not be restricted unless agreed between the parties but generally will not go above 4 per semester (2 per academic year).

D. SELECTION OF PARTICIPANTS

The home institution will select the applicants for the exchange and study abroad and offer international travel insurance for its own students. The home institution will send the applications for as many exchange students as there have been places allocated as determined by the application deadlines established by each institution. The host institution will reserve the right of

making final judgments on the admissibility of each student nominated for exchange. The following guidelines apply to all students:

- i. Students must have a faculty/staff member vouch for the student's language proficiency, satisfy the language proficiency for admission, or take appropriate language instruction, prior to the beginning of their academic program.
- ii. Students may apply to designated programs offered at the host institution, as full-time, non-degree seeking undergraduate students at a level determined by the host institution. The host institution reserves the right to exclude students from restricted enrollment programs. Any academic credit earned at the host institution may be transferred to the home institution in accordance with procedures determined by the latter.
- iii. Participating students must have completed at least two years of continuous successful study at the home institution before the exchange year.
- iv. Upon completion of one or two semesters at undergraduate level, students must return to the home institution.
- v. Students must abide by all the rules and regulations of the host institution.

E. RESPONSIBILITIES OF INSTITUTO TECNOLÓGICO DE COSTA RICA

ITCR will agree to accept the agreed number of exchange students and to enroll them as full-time, non-degree students for one or two regular semesters of the academic year and to provide them with tuition and central support service fee waivers. ITCR will provide the appropriate counselling and other assistance to the Belmont exchange students and will assist students in finding suitable accommodation. At the end of each academic term, ITCR will send an official transcript of credits for each exchange student to Belmont.

F. RESPONSIBILITIES OF BELMONT UNIVERSITY

Belmont University will agree to accept the agreed number of exchange students and to enroll them as full-time, non-degree students for the regular semesters of the academic year and to provide them with tuition and service fee waivers. Belmont University will assist ITCR students in finding appropriate accommodation. Belmont University will provide the appropriate counselling and other assistance to the ITCR exchange students and at the end of their academic program will provide ITCR with an official transcript of credits for each exchange student.

G. FINANCE AND SERVICE

All exchange students must register and pay tuition and other required fees at the home institution. Each host institution will provide tuition and service fee waivers for the exchange students. The host institution will provide both exchange and study abroad students with the necessary visa documents. The participating students will be responsible for the following:

- i. Room and board expenses, as agreed on by both institutions;
- ii. Transportation to and from the host institution;
- iii. Medical insurance; and Health Service fee;
- iv. General living and transportation fees;
- v. Textbooks, clothing, and personal expenses;
- vi. Passport and visa costs; and
- vii. All other debts incurred during the course of the year.

The home institution shall satisfy itself that a candidate for exchange and study abroad has the ability to meet all his or her financial responsibilities as detailed above.

PART IV

DATA PROTECTION, DATA SHARING AND FREEDOM OF INFORMATION

- i. Both institutions agree to ensure that data protection principles, as specified in the Data Protection Act (1998), are observed in their handling and processing of personal and sensitive data under this Memorandum of Understanding.
- ii. ITCR shall also be responsible for adhering to any Data Protection laws which may apply within Belmont University.
- iii. Each institution shall ensure that registered and prospective students understand and give prior consent for their data to be shared between ITCR and Belmont University.
- iv. Each institution undertakes that it shall have in place technical and organizational security measures to protect relevant data from unauthorized or unlawful processing and accidental loss or damage, sufficient to ensure compliance under the Data Protection Act as pursuant to clause (a).
- v. Each institution also acknowledges that this understanding shall be subject to the provisions of related Costa Rica law and if applicable, to any related legislation within the local jurisdiction of Belmont University.

PART V

FACULTY AND STAFF EXCHANGES

The two institutions agree in principle to the possibility of exchanges by virtual or in person general staff (administrative and technical) and faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes.

PART VII

PROGRAM REVIEW

Both institutions will be responsible for a regular review of the program on a yearly basis. The review is essential to make appropriate and mutually agreed modifications as may be required, and to identify new opportunities for cooperation in scholarship and research.

PART VIII

RENEWAL, TERMINATION AND AMENDMENT

This understanding shall remain in force for a period of five (5) years from the date of the last signature and will be renewed automatically with the understanding that it may be terminated at any time by either party by mutual written understanding or in any event by six months written notice from either party to the other for any reason or for no reason, provided any students accepted in the exchange program by a Host Institution at the time of notice of termination shall be permitted to complete the exchange program as scheduled. The understanding may be extended by mutual consent of two parties.

Any termination of this MOU will not operate to prejudice an individual student or staff member engaged as of the date of termination in one of the areas of cooperation outlined above. The intention is that such an individual's activity will be permitted to reach its natural or contemplated conclusion.

The understanding stands equally in both English language and other-language versions and may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this Memorandum of Understanding.

Nothing herein shall be deemed to create a legal partnership, joint venture, or agency relationship.

PART IX

INDEMNIFICATION

To the extent permitted by the laws of the United States, and the state of Tennessee, and without waiving any defenses, the host institution shall indemnify and hold harmless the home institution and its employees, faculty, agents, and representatives from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the host institution or any of its employees, faculty, agents, and representatives under this understanding, including, but not limited to, claims for personal injury, professional liability, or any additional claim arising from the laws of the host institution's jurisdiction. Further, to the extent permitted by the laws of the United States, and the state of Tennessee, and without waiving any defenses, the home institution shall indemnify the host institution against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by the host institution in defending or compromising actions brought against the host institution arising out of any act or omission of the home institution or any of its employees, faculty, agents, and representatives.

Likewise, to the extent permitted by the civic laws of Costa Rica and without waiving any defenses, the host institution shall indemnify and hold harmless the home institution and its employees, faculty, agents, and representatives from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the host institution or any of its employees, faculty, agents, and representatives under this understanding, including, but not limited to, claims for personal injury, professional liability, or any additional claim arising from the laws of the host institution's jurisdiction. Further, to the extent permitted by the civic laws of Costa Rica, and without waiving any defenses, the home institution shall indemnify the host institution against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by the host institution in defending or compromising actions brought against the host institution arising out of any act or omission of the home institution or any of its employees, faculty, agents, and representatives.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

FOR INSTITUTO TECNOLÓGICO DE COSTA RICA

Ing. María Estrada Sánchez
Rector
Instituto Tecnológico de Costa Rica
Date: _____

VB Asesoría Legal

FOR BELMONT UNIVERSITY

Lori E. Baker

Dr. Lori Baker,
Belmont Executive Vice President of Aspirational Excellence
Date: June 15, 2025