

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**INSTITUTO TECNOLÓGICO DE COSTA RICA**  
**And**  
**CHUNGNAM NATIONAL UNIVERSITY**

In recognition of their common interests in developing bilateral relations and convinced that cooperation between institutes of higher learning contributes to cultural enrichment, scientific progress, and the consolidation of friendship between countries, Instituto Tecnológico de Costa Rica”, indicated hereinafter as, “TEC” Cartago, Costa Rica, with legal certificate number 4-000-042145, represented by the Rector, Julio César Calvo Alvarado, PhD in Natural Resources, identification number 1-639-541; and Chungnam National University(CNU), Daejeon city, Republic of Korea, represented by the President, Deog-Seong Oh, PhD, agree to establish the following Agreement of Academic Cooperation.

**ARTICLE 1**  
**SCOPE OF COOPERATION**

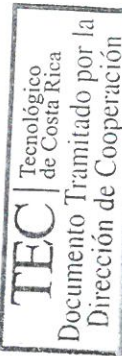
This agreement will promote activities in the following areas:

- Exchange of students
- Exchange of faculty and administrative staff
- Collaborative research projects, lectures, symposia, seminars, workshops, etc.
- Exchange of academic information and materials
- Collaboration in instructional and cultural programs, including publication activities of mutual interests and shared access to information networks.

**ARTICLE 2**  
**STUDENT EXCHANGE ACTIVITIES**

2.1. Mobilities occurring under this Memorandum of Understanding shall operate on a reciprocal and balanced no-cost basis between TEC and CNU. The balance shall be equal for the same period as the Agreement of Academic Cooperation. Tuition or semester contribution normally charged to students by their Home Institution shall be paid by students directly to their Home Institution according to the Institution’s regulations. Tuition cost at the Host Institution will be waived.

2.2. The Parties shall evaluate the number of students to be exchanged as full-time, non-degree students by March 1st for second semester (July-November) and September 1<sup>st</sup> for first semester (February-June) each year. The number of exchange students will usually be three per semester but may be adjusted if both partners agree.





2.3. Based on mutually agreed criteria, including language abilities sufficient to meet the Host University's standards and overall academic record, the Home University will select and nominate exchange students to the Host University. In the case of CNU exchange program, the deadline is 1<sup>st</sup> December for first semester (March-June) and 1<sup>st</sup> June for second semester (September-December) each year. In the case of TEC, the deadline is April 30th for second Semester (July-December) and September 30th for first Semester (February-June). Application documents will have to be submitted according to the host university's requirements. The Parties agree that the Host University notify the Home University in writing on the acceptability of the nominees within thirty days of receiving the nominations.

2.4. Students attend the Host University for a maximum of one year. In the event that an exchange student chooses to remain at the Host University for longer than one year, that student shall be subject to its regular academic policies and charges and shall no longer be deemed to be a participant in the exchange program.

2.5. Students on the exchange program will have equal access to all the privileges and activities available to regular students of the Host University, on the same basis and at the same additional cost. Students are responsible for ensuring timely payment of charges incurred at the Host University and for adhering to the academic standards and disciplinary regulations of the Host University.

2.6. The Host Institution will assist in the arrangement of lodging for Exchange Students, but all expenses incurred for travel, lodging, and other incidental costs (e.g. laboratory fees, special activity fees, mandatory insurance, lodging, travel etc.) shall be borne by each individual participant.

2.7. Credit on academic subjects successfully taken at the partner institution will be recognized toward a degree at the students' home institution according to the standards and procedures implemented at the home institution. Exchange students will choose their courses from the regularly scheduled offerings of the Host University.

2.8. Within eight weeks of the completion of term examinations or semester courses and upon receipt of any legally required release from the student, the Host University will forward to the Home University official grade reports for each student in the exchange program. The Home University will interpret that record at its sole discretion, subject to its internal grade review procedures. If requested, the Host University will provide to the Home University course syllabi and information on methods of determining grades.

2.9. Each Party will provide academic advising and counseling services to the visiting exchange students during their stay on the respective campuses.

2.10. As a non-degree student at the Host University, each student participating in this exchange program will be required to show proof of coverage or to purchase approved health or accident insurance including repatriation of mortal remains, for the duration of the exchange visit, as determined by the Host University at the time of the student's enrollment. Such insurance must meet criteria for the university and for the requisite immigration visa.

2.11. As per requirements of the host country, students must qualify for the appropriate visa status for the duration of their study in exchange. Officials at the Host University will issue authorizing paperwork and otherwise assist the incoming students in all necessary ways to receive these permissions for student visas. Students are individually responsible for application to the host government for issuance of a visa if required.

2.12. Each institution will identify one office that will handle administrative processes for the exchange program, naming a specific individual who will serve as exchange program coordinator.

Although other offices may also be involved, this one office will be responsible for program administration and to see that students' needs are met.

2.13. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions.

### **ARTICLE 3**

#### **STAFF AND FACULTY EXCHANGE**

3.1. The exchange of staff and faculty is meant to strengthen the relationship through research, lectures, discussions and other academic pursuits.

3.2. Each host institution will assist in locating accommodation for faculty and staff who participate in exchange programs.

3.3. Each host institution will assist the guest faculty and staff with teaching/ research/ library/ work facilities, as the case may be.

### **ARTICLE 4**

#### **RESEARCH COLLABORATION**

4.1. The academic cooperation between the two institutions shall contribute to the strengthening of the relationship of both institutions and their home countries and thus facilitate a deeper understanding of the respective conditions and academic environment.

4.2. The two institutions agree in principle to cooperate over the full spectrum of their interests with specific Memorandum of Understandings governing individual subject areas.

4.3. As far as possible, the institutions agree to provide resources to support cooperation and collaboration. They will seek support for joint projects through third party funding.

### **ARTICLE 5**

#### **FINANCIAL ARRANGEMENT**

5.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.

5.2 Each Party will bear its own cost and expenses in relation to academic activities under this Memorandum of Understanding.

### **ARTICLE 6**

#### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**





6.1 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

6.2 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.

6.3 The use of the name, logo and/ or official emblem of the other Party as the case may be, on any publication, document and/ or paper is subject to the consent of the other Party. The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative endeavors between the Parties.

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

## **ARTICLE 7**

### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves as a record of the Parties' intentions in respect to common exchange and research activities.

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

## **ARTICLE 8**

### **REVISION, MODIFICATION AND AMENDMENT**

8.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual Memorandum of Understanding.

8.2 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

## **ARTICLE 9**

### **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/ or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party. If a dispute cannot be settled amicably, the Parties shall seek arbitration.



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## ARTICLE 10 DURATION AND TERMINATION

10.1 This Memorandum of Understanding shall come into force on the date both signatures have been rendered and shall remain in force for the same period as the Agreement of Academic Cooperation subject to review and modification as mutually agreed upon.

10.2 If the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so in writing.

10.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

10.4 Such notice of termination will not affect any individual exchange students who have already commenced or been accepted by either Party.

## ARTICLE 11 NOTICES

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of TEC or CNU, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To TEC:  
Roberto Guzmán Gutierrez  
Director of Cooperation and International Affairs Office  
Instituto Tecnológico de Costa Rica  
Los Ángeles, Cartago, Costa Rica  
P.O.Box: 159-7050  
Tel. +50625502216  
Fax +506 25517424  
E-mail [internacionaltec@tec.ac.cr](mailto:internacionaltec@tec.ac.cr)

To CNU  
Dr. Jun Heon Lee  
Vice President for Office of International Affairs  
Chungnam National University  
99 Daehakro Yuseonggu Daejeon, Republic of Korea



Tel. +82-428215013  
Fax. +82-428215125  
E-mail [cnuint@cnulac.kr](mailto:cnuint@cnulac.kr)

**SIGNED BY:**



.....  
**Dr. Deog-Seong OH**  
President  
Chungnam National University

Date 20/3/2018  
(dd/mm/yyyy)



.....  
**Dr. Julio César Calvo Alvarado**  
Rector  
Instituto Tecnológico de Costa Rica

Date 22/2/2018

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de Costa Rica  
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