

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Instituto Tecnológico de Costa Rica,
COSTA RICA

AND

*The Department of Water and Sanitation in Developing Countries (Sandec) of the Swiss
Federal Institute for Aquatic Science and Technology (Eawag),*
SWITZERLAND

Preamble

The undersigned, hereinafter referred to as "Partners":

- The Instituto Tecnológico de Costa Rica hereafter referred to as 'ITCR',
and
- The Department of Water and Sanitation in Developing Countries of the Swiss Federal Institute for Aquatic Science and Technology, hereafter referred to as 'Sandec'.

RECOGNIZING the mutual interests in the fields of research and dissemination of knowledge on long term non-commercial basis, and also,

RECOGNIZING the importance of universities role in promotion of international collaboration and increased contribution to society development and,

CONSIDERING that

- The ITCR is a legally recognized educational institution providing for education, research and advisory services in the fields of Environmental Engineering, Urban and Rural Planning, and Land Management and Valuation.
- Sandec's activities centre on problems of sustainable development in economically less developed countries. Its mandate is to assist in developing appropriate and sustainable water and sanitation concepts and technologies adapted to the different physical and socio-economic conditions prevailing in developing countries.

Now, the **Instituto Tecnológico de Costa Rica, Costa Rica** with legal certificate number 4000-04145-07, represented by the **Rector, Eugenio Trejos Benavides**, Master in Public Administration, identification number 9-041-880, **Mr Christian Zurbrügg, Head of Department for Water and Sanitation in Developing Countries (Sandec) at the Federal Institute for Aquatic Science and Technology (Eawag)**,

Hereby have now agreed to enter into this Memorandum of Understanding to provide a framework for collaboration between both partners, allowing them the opportunity to develop and implement mutually beneficial and agreed upon activities, according to the terms and conditions set out in the articles following hereunder.

The partners will enter into subsequent specific Agreements for any of the collaborating activities mutually identified and agreed upon, after elaboration of the specific objectives, activities and division of responsibilities between them.

The memorandum of understanding allows for other partners to be involved as and when appropriate. In such case, a special covenant between all partners concerned will be established.

The words "The two Institutions", "both partners" and "collaborating Institutions" in the framework agreement, refer to the **Instituto Tecnológico de Costa Rica, Costa Rica** and



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The Department of Water and Sanitation in Developing Countries (Sandec), at Eawag, Switzerland.

Article 1

FIELDS OF COLLABORATION

- 1.1 Collaboration between the two institutions will be established within any field of common interests.
- 1.2 Special emphasis, however, will be given to fields related to Solid Waste Management, Excreta and Wastewater Management, Household Water Treatment and Environmental Sanitation Planning.
- 1.3 Where one collaborating institution does not have the capacity to cover a field of interest requested by the other, the requested institution will facilitate such a request by identifying another institution in the relevant home country to the requesting party.

Article 2

EXCHANGE OF STUDENTS

- 2.1 Students of either Institution, who wish to undertake a short-term field/research work at the other Institution, the host institution will provide logistic support in getting authorization, accommodation, transportation, office, library and laboratory facilities, provided the programme is accepted by the home institution and by at least one supervisor from each institution. The student should have special funding for extra costs of transportation, daily living and books etc.

Article 3

RESEARCH PROJECTS AND ADVISORY SERVICES

- 3.1 Efforts will be made by both partners to provide information about ongoing research and consultancy activities in order to establish contacts and collaboration between professionals working within the same fields.
- 3.2 In the case where either party has secured a joint consultancy project, efforts will be made to evaluate the need for participating staff and the location of the operations base. Both institutions will agree to share in the responsibilities and profits of the proposed joint consultancy project
- 3.3 In the case where either party has proposed a joint research project, efforts will be made to evaluate the need for participating staff, and the location of the research activities. If a decision is made by both parties to approve the proposed project as a possible joint effort, both institutions will agree to actively seek funding for the proposed joint research project.
- 3.4 Every joint research or consultancy project will have a counterpart supervisor from amongst the qualified staff from both institutions.
- 3.5 The project supervisors will be responsible for reporting on the project status at least once in every six months to the persons named under section 5.1.
- 3.6 The mode of ownership of research materials and research findings shall be spelt out clearly **at the commencement** of a participation of each party and the prevalent regulations of the collaborating institutions shall be adhered to.

Article 4

FUNDING AND FINANCE

- 4.1 The ITCR and Sandec will offer logistic support for initiating the collaboration and for working out draft proposals for the major activities.



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- 4.2 Funding resources for the administration of the collaboration will be sought by both parties.
- 4.3 In special cases, e.g. during seminars, conferences or when making arrangements for preparatory meetings, funds may be applied for from outside organizations.
- 4.4 The two collaborating institutions will seek funding for specific and major joint research activities.

Article 5

LINK MANAGEMENT AND ADMINISTRATION

- 5.1 Negotiation, implementation, and reporting on the progress concerning the collaboration will be coordinated by:
 - **The Head: Marisela Bonilla Freer**
Dirección de Cooperación
Instituto Tecnológico de Costa Rica
Apartado 159-7050
Cartago
Costa Rica.
 - **The Head: Mr Christian Zurbrügg**
Department for Water and Sanitation in Developing Countries (Sandec)
at the Federal Institute for Aquatic Science and Technology (Eawag)
Ueberlandstrasse 133
P.O. Box 611
8600 Duebendorf,
Switzerland
- 5.2 Coordination of the Activities:
Issues about specific activities, including rights and obligations of each party, shall be notified or communicated to the offices mentioned in 5.1 above.
- 5.3 This Agreement shall have duration of three years renewable for further three years unless either party gives at least six months notice of termination prior to the expiry of the existing Agreement.
- 5.4 The Agreement will take effect upon ratification by **Eugenio Trejos Benavides, Presidet of ITCR** and the **Christian Zurbrügg, Head of Sandec**

Article 6

GENERAL PROVISION

- 6.1 This Memorandum of Understanding shall be seen as an enabling vehicle for activities jointly undertaken by the respective signatories to this document. It shall permit the representatives of each of the partners to enter into subsequent agreements with each other to allow collaborative joint efforts which will not conflict with the laws, regulations or operational directives of both organizations and which are seen to be mutually beneficial to both partners
- 6.2 This Memorandum of Understanding constitutes the entire umbrella agreement between the two partners in respect of collaboration, and supersedes and revokes all previous negotiations, commitments and writings concerning collaboration
- 6.3 This Memorandum of Understanding does not imply the creation, establishment or incorporation of any body, agency or association



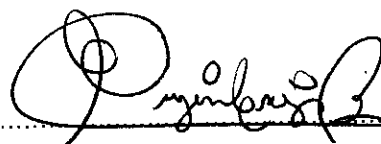
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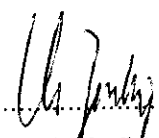
- 6.4 This Memorandum of Understanding does not compromise either partners or their existing and/or future relations with other parties not named in this document nor does it limit either partner from entering into relationships with other partners
- 6.5 Partners agree that each will be responsible for its own expenses associated with the implementation of this Memorandum of Understanding, unless agreed upon otherwise in writing
- 6.6 Partners will not represent themselves as representatives of each other, or otherwise commit the other partner without prior consultation and written approval
- 6.7 Partners agree that confidential information revealed to each other and/or each other's staff relating to its mission and objectives, including, but not limited to such information as technical data, client data and market intelligence, will not be disclosed, disseminated by parties or their employees to anyone in whatever way without prior consent in writing of the other partner
- 6.8 Both Institutions shall initiate an exchange of publications, publication lists, academic journals, and other official publications, including University calendars, generated by either of the two parties
- 6.9 Selected papers, books, scientific reports and lecture notes, which may be of common interest to the two Universities, will be exchanged. This will be provided with adequate security as far as intellectual property laws are concerned
- 6.10 All publications resulting from the collaboration between the two institutions will be mentioned in the reports. Likewise this Memorandum of Understanding must also be mentioned in all formal presentations, which result from the collaboration under the terms hereof
- 6.11 Detailed implementation plans of the Memorandum of Understanding will be worked out for all the major joint research projects, and other joint activities resulting from this Memorandum of Understanding. Such documents have to be accepted by the involved institutions of their departments, and the coordinating officers


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RATIFICATION OF THE AGREEMENT


 Eugenio Trejos Benavides
 President
 Instituto Tecnológico de Costa Rica
 Costa Rica
 Date: 12-5-08




 Christian Zurbrugg
 Head of Department
 Department of Water and Sanitation
 in Developing Countries (Sander)
 Swiss Federal Institute for Aquatic
 Science and Technology (Eawag)
 Switzerland
 Date: 26.3.08

