

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, entered into this 16th day of December, 2015, by and between Purdue University, West Lafayette, Indiana, U.S.A. and Costa Rica Institute of Technology, Cartago, Costa Rica.

WITNESSETH THAT:

WHEREAS, Purdue University and Costa Rica Institute of Technology desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

WHEREAS, Purdue University and Costa Rica Institute of Technology desire to strengthen and expand the mutual contacts between the two universities; and

WHEREAS, Purdue University and Costa Rica Institute of Technology desire to provide for a variety of collaborative educational opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

- I. **Scope of Agreement** - This Agreement shall commemorate the parties' intent to enter into but not be limited to, the following types of collaboration:
 - A. Short and Long-term Faculty Exchange
 - B. Undergraduate and Graduate Student Exchange
 - C. Collaborative Research and Discovery, Learning and Teaching, and Engagement
 - D. Other mutually agreed educational or research programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific agreements based on the mutually agreed objectives and outcomes.

- II. **Period of Agreement** - This Agreement shall be effective upon the date of final execution and will remain in force for a period of five years. This agreement may be renewed beyond five years by mutual written agreement. In addition, either university may terminate the agreement by providing notice to the other party in writing.
- III. **Activities Under This Agreement** - It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For Purdue University, faculty and student exchanges will follow university guidelines for faculty and student exchange.
- IV. **Planning and Management of Activities** – Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that Purdue University may be required to contribute. Therefore, Purdue University reserves the right to perform a separate risk assessment on the legal, tax and other liabilities

A circular stamp from the Costa Rica Institute of Technology (TEC) is located on the right side of the page. The stamp contains the text 'INSTITUTO TECNOLÓGICO DE COSTA RICA' around the perimeter. Below the stamp, there is a handwritten signature in black ink.

that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for Purdue University. Purdue University reserves the right to assign and/or subcontract any or all of its obligations under this MOU and/or any Activity Agreement to any of its subsidiaries or affiliates (including affiliates controlled but not owned by Purdue University or any trustees of Purdue University).

- V. **Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.
- VI. **Nondiscrimination** - Purdue University and Costa Rica Institute of Technology agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
- VII. **Use of Name** - Costa Rica Institute of Technology will not use the name of Purdue University, nor of any member of Purdue University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue University. Purdue University will not use the name of Costa Rica Institute of Technology, or any employee of Costa Rica Institute of Technology, in any publicity, advertising, or news release without the prior written approval of Costa Rica Institute of Technology.
- VIII. **Modification** – The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
- IX. **Prevailing Language** - Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.
- X. **Non-Binding** – This Agreement is non-binding and solely for the purpose of establishing a basis upon which Purdue University and Costa Rica Institute of Technology will continue discussions. Either Purdue University or Costa Rica Institute of Technology may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.
- XI. **Foreign Corrupt Practices Act** - Purdue University and Costa Rica Institute of Technology represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.



Vo. BU.

IN WITNESS WHEREOF, Purdue University and Costa Rica Institute of Technology have executed this Agreement as of the date first above written.

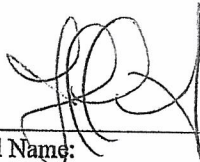
Signing for Purdue University



Tomás Díaz de la Rubia
Chief Scientist and
Executive Director of Discovery Park

9/9/16
Date

Signing for Costa Rica Institute of Technology

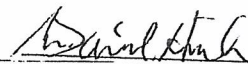


TEC Tecnológico
de Costa Rica
Rectoría

Printed Name: _____

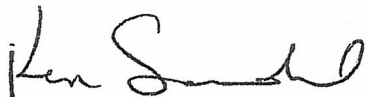
Title: _____

13/09 /2016
Date



E. Daniel Hirleman
Chief Corporate and Global Partnerships
Officer

9/9/16
Date



Ken L. Sandel
Senior Director, Sponsored Program Services

9/9/16
Date

