
	<p>A COLLABORATIVE ACADEMIC MEMORANDUM OF UNDERSTANDING</p> <p>BETWEEN</p> <p>YORK UNIVERSITY, CANADA</p> <p>AND</p> <p>INSTITUTO TECNOLÓGICO DE COSTA RICA</p>	
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In the spirit of international education and cooperation, York University and Instituto Tecnológico de Costa Rica, hereinafter collectively referred to as the “Parties” or individually as a “Party”, agree to develop collaborative academic cooperation activities in areas of mutual academic interest.

1. Academic Cooperation

York University and Instituto Tecnológico de Costa Rica (the “Parties”) shall encourage co-operation. The Parties shall seek to promote collaborative activities that may include the following areas:

- Exchange of undergraduate and/or graduate students on a reciprocal and balanced basis
- Mobility of faculty members and researchers
- Cooperative research and joint project development for external funding support
- Development and/or delivery of courses including online courses
- Joint teaching or supervision of graduate students (*co-tutelle*)
- Joint seminars, conferences, and academic meetings
- Exchange of scientific and information materials that are of mutual interest
- Development of experiential education abroad programs including short term summer abroad and field study programs, internships and practica.

Activities will be mutually agreed upon by the Parties and will require specific arrangements that will be detailed in protocols supplemental to this Agreement. The implementation of such activities is subject to approval in accordance with the policies of each institution and availability of resources.

2. Principles

This MOU is not intended to create binding or legal obligations on either Party.

The implementation of this MOU and any supplemental protocols will be in accordance with the policies, procedures and regulations of both institutions.

Both Parties subscribe to the policy of equal opportunity and will not discriminate on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability.

Any violation of these principles will be considered grounds for immediate termination of this Agreement and/or any activities commenced pursuant to it.



3. Intellectual Property

Intellectual property rights associated with activities under this MOU will be determined in accordance with the policies of the Parties unless they mutually agree in writing on alternative arrangements.

4. Logo Use

The Parties intend to require the prior written permission of the opposite party for all public use of such opposite party's name or logo.

5. Institutional Contacts

The Parties will encourage direct contact and co-operation between their faculty and administrative staff, departments and research centres.

	Agreement Oversight and Facilitation	Academic and Administrative Program Contacts
York University	York International (YI) yorkintl@yorku.ca	YI Student Mobility Team - Incoming Exchange exchange@yorku.ca - Outgoing Exchange goglobal@yorku.ca
Instituto Tecnológico de Costa Rica	International Office internacionaltec@itcr.ac.cr	exchangeprogramtec@itcr.ac.cr Incoming/Outgoing exchange

6. Privacy and Confidentiality

Non-disclosure. The Parties acknowledge that in the course of participating in these activities, the parties may have access to and the need to exchange Confidential Information including personally identifiable information, and that such information is subject to reasonable privacy and confidentiality obligations. The Parties agree to maintain reasonable security measures in respect of any documents or information in any form identified by the owner as confidential, and shall take all reasonable precautions to limit internal disclosure to those persons who are required to access such documents or information.

FIPPA Obligations. Instituto Tecnológico de Costa Rica acknowledges that York is subject to the *Freedom of Information and Protection of Privacy Act*. Instituto Tecnológico de Costa Rica shall assist York in meeting its obligations to protect all personally identifiable information of its students, and shall treat all such information as strictly confidential. For further clarity, nothing in this Agreement or in any activities commenced thereunder will be construed to require either Party to breach any obligation imposed by *FIPPA*.

7. Insurance

Each Party will at all times during the Term of this Agreement maintain insurance coverage and limits appropriate for their operations and at least equivalent to industry standards. The parties shall provide proof of coverage upon reasonable request.

A handwritten signature in black ink is written over a circular official stamp. The stamp contains the text 'INSTITUTO TECNOLÓGICO DE COSTA RICA' around the perimeter. Below the signature, the text 'Vo.Bo.' is printed.

8. Effective Date, Renewal and Termination of Agreement

The MOU will remain in force for a period of five (5) years. Amendments to this MOU may be made at any time, in writing, and only when agreed upon by both Parties.

The MOU may be terminated by either Party giving six (6) months' notice in writing to the other Party or such earlier termination date as is mutually agreed between the Parties.

This MOU may be executed in counterparts, each of which will constitute an original, and all of which together will constitute a single agreement.

Signed by:

York University:



Instituto Tecnológico de Costa Rica:


TEC | Tecnológico de Costa Rica
Rectoría

Professor Lisa Philipps
Provost & Vice-President Academic

Ing. Luis Paulino Méndez
Rector

Date: _____ December 9, 2020 _____

Date: _____ 30/8/2022 _____



Vo.Bo.