

INTERNATIONAL MEMORANDUM OF AGREEMENT

Between

**The Corporación Universidad de la Costa and
the Universidad de Sonora**

I. GENERAL

A. Parties to the Agreement

This Memorandum of Agreement is between the Corporación Universidad de la Costa, Colombia (hereinafter referred to as "CUC"), and the Universidad de Sonora, Mexico (hereinafter referred to as "UNISON"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement.

B. Purpose of the Agreement

Endeavoring to increase their cooperation in research and education, the parties wish to enter into this agreement, after approval by their responsible authorities, in order to further the development of basic scientific and technological research, and graduate and undergraduate education at the two institutions, and agree to conclude this Memorandum of cooperation.

C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, which in the initial stages of this cooperation shall include

1. Exchanges of faculty and other research and technical specialists for short-term and, as funding and other circumstances permit, longer-term visits;
2. The design of collaborative research projects, including the development of formal proposals for funding of such research; and
3. Student exchange programs implemented as external funding for partial or full support of such exchanges at the graduate and undergraduate level is available.

II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

The parties to the agreement agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities for research and program development, the Participating Institutions agree to implement collaborative research through faculty and technical specialist exchanges initially in multidisciplinary fields.



B. Activities in Support of Collaboration

The parties to the agreement recognize the importance of certain ancillary activities in support of these areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. The regular exchange of relevant publications and information generated by the parties to the agreement; and
2. Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

C. Faculty Exchange

Exchanges of faculty and technical specialists generally shall be conducted under the following guidelines:

1. The parties to the agreement shall — for a duration to be determined on a case-to-case basis and after mutual agreement — invite faculty for teaching and/or research visits. Visiting faculty must have a sufficient command of the language of instruction, if they are invited to teach.
2. If and insofar as there are sufficient funds for these specific purposes at the disposal of the parties to the agreement, when the researcher or teacher goes to the other institution at the host institution's request, the host institution will be responsible for the international travel costs and living expenses in accordance with its internal regulations. In all other circumstances, the institute of origin will be responsible for the international travel costs and living expenses incurred. Availability of funding from the receiving institution shall be determined at the time of invitation.
3. The parties to the agreement shall undertake efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.
4. The parties to the agreement shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
5. Each faculty exchange participant must submit proof of medical insurance coverage during the exchange period as required by applicable Federal law. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting students/scholars.



6. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
7. Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

D. Student Exchange

1. The parties agree to exchange students for the length of one academic year, or the equivalent thereof. It is anticipated that the exchange phase of this program will begin not later than Fall, 2018. The number of students exchanged per annum shall be approximately equal for graduate and undergraduate students separately; minor imbalances may be adjusted but only over a two-year period in the case of the graduate students.
2. Neither party to the agreement shall levy tuition or other state fees on guest students. However, there may be other incidental fees required by the host institution.
3. Transportation and living expenses, costs of accommodation and health insurance, and other study costs (e.g., contributions to the local student welfare organization) shall be borne by the guest students, or by their home institution. Guest students are required to participate in the student health plan offered or approved by the host institution. Parties to the agreement shall undertake efforts to provide accommodation in student residences for the guest students.
4. The home institution shall propose students qualified for the exchange to the host university no later than six months prior to the beginning of the following academic year.
5. Guest students shall be registered as full-time students at the host institution. The host institution reserves the right to reject candidates because of existing restrictions on admission within an academic discipline. In this case, the home institution may propose further candidates or may suggest an alternate course of studies for its students.
6. Guest students shall have the same rights and duties as other host institution students. Students who wish to take the ordinary final examinations or enroll in a degree program at the host university must have undergone the normal admissions procedures of that institution.

7. The anticipated student exchange programs between the parties to the agreement shall be open to graduate and undergraduate students. These programs shall be developed according to the following general guidelines:
 - a. Academic achievements at the host university shall be recognized by the home university according to the latter's standards and procedures. Specifics of each exchange student's course of study must be clarified and mutually agreed upon before the beginning of the student's exchange experience.
 - b. The respective host university shall appoint a faculty member who is familiar with course equivalencies, and who shall provide guidance to exchange students.
 - c. Exchange students must meet the admissions criteria of the host university. Prospective exchange students shall submit their qualifications to the host university and clarify the academic program for their stay with the appointed faculty member at the host institution. Formal acceptance of each student by the host institution must precede the student's enrollment at the host institution.
8. Exchange students shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
9. Exchange students shall be subject to all regulations, rules and standards of academic performance and personal conduct of students at the host institution. Exchange students who violate any such regulations, rules or standards are subject to expulsion from the exchange program, and if expelled, must immediately return to their home country.

E. Other Activities in Support of Collaboration

Under this agreement, both parties shall undertake efforts to promote both academic and administrative communication in searching for increased collaboration which may result in specific working agreements.

III. ADMINISTRATIVE GUIDELINES

A. Elaboration of this Memorandum

1. It is the intent of the parties to the agreement that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational

officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each institution's officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.

2. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document. Under this general agreement, cooperative work may be undertaken by subunits of the institutions. Working agreements between the respective subunits may be executed as an amendment to this general agreement.

B. Responsible Administrative Personnel

1. The parties to the agreement shall be represented in formal negotiation or renegotiation of this Memorandum by the Rector of "UNISON" and by the Rector of "CUC", respectively, or by their designated representatives.
2. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.
3. "UNISON" declares:
 - a. That it is a public institution dedicated to education, research and cultural excellence with its own legal capability and personality, according to its Ley Orgánica No. 4 published in Boletín Oficial del Estado de Sonora on November 26, 1991.
 - b. Has as its purpose to impart bachelor, master and doctorate degrees to develop professionals useful to our society,
 - c. "UNISON" declares as its social address the following:

UNIVERSIDAD DE SONORA
Avenida Rosales y Boulevard Luis Encinas Johnson
Apartado Postal No. 336 y 106
Código Postal 83000, Hermosillo, Sonora, México
4. "CUC" declares:
 - a. That is a non-profit private superior education institution, with domicile in the city of Barranquilla, institution with legal capacity awarded through Resolution 352 of April twenty third (23RD), 1971, issued by the Atlántico

Governor's Office, identified with Tax ID N° 890-104-530-9 and acknowledged as University through Resolution No. 3235 of March 28th, 2012, issued by the Ministry of National Education – MEN, Colombia.

b. Has as its purpose to impart bachelor, master and doctorate degrees to develop professionals useful to our society.

c. That its address is as follows:

CORPORACIÓN UNIVERSIDAD DE LA COSTA
58th Street # 55 - 66. Barranquilla, Colombia.

C. Other Provisions

1. Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting any of the parties to the agreement.
2. This Memorandum is concluded for an initial duration of five years from the date of joint signing. After this initial period this Memorandum shall be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at "UNISON" and "CUC". After the initial five-year period, the Memorandum shall be reviewed and renegotiated for another five-year period, unless terminated by one of the parties to the agreement in writing within the period mentioned in the following paragraph.
3. This Memorandum may be terminated by any of the parties to the agreement on prior notice of 90 days before the end of the respective academic years. Any current participants in the Memorandum shall, however, in any case retain their previously agreed-to status until the end of the academic year in which the termination of the Memorandum occurs.

For the "CUC"

Dr. Tito José Crissien Borrero
Rector

Date:

For the "UNISON":

Dr. Enrique Fernando Velazquez Contreras
Rector

Date: September 4, 2018

Object: International Memorandum of Agreement
between UNISON and CUC

Dependency: Sec. Internacionalización CUC - James Frasser

Reviewed: Javier Merlano.

Approved: Federico Bornacelli



**REVISADO
POR EL ABOGADO GENERAL**

LIC. GILBERTO LEÓN LEÓN