

Memorandum of Understanding

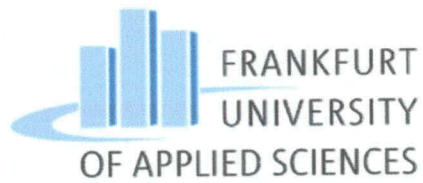
between

INSTITUTO TECNOLÓGICO DE COSTA RICA, Cartago, Costa Rica



and

FRANKFURT UNIVERSITY OF APPLIED SCIENCES, Frankfurt am Main, Germany



TEC
de Costa Rica
Cartago, Costa Rica
15 de Mayo de 2015

This Memorandum of Understanding is made on September 2022,

Between

INSTITUTO TECNOLÓGICO DE COSTA RICA (hereinafter referred to as "**TEC**"), a university located at one kilometer south Basilica de Los Ángeles, Cartago , Costa Rica.

And

FRANKFURT UNIVERSITY OF APPLIED SCIENCES (hereinafter referred to as "**FRANKFURT UAS**"), a university located at Nibelungenplatz 1, 60318 Frankfurt, Germany.

TEC and FRANKFURT UAS shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

TEC is public university serving more than 12.000 students in its five campuses. The main campus is Campus Tecnológico Cartago, in the province of Cartago. It offers 23 study programs mostly in engineering.

FRANKFURT UAS is a university of applied sciences serving more than 15.500 students and 100 nationalities on campus in the metropolitan region of Rhein-Main/Frankfurt, Germany. It offers more than 50 study programs, and a variety of international exchange programs with more than 200 partner universities around the world.

The Parties wish to establish a framework for a mutually beneficial institutional academic exchange program which will support the promotion of a broader educational experience, goodwill and cultural ties for participating students and faculty. The parties also wish to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

The Parties shall at all times for the common benefit of the Parties agree to use their best endeavor to ensure the success of this Memorandum of Understanding.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

SCOPE OF COOPERATION

The general purpose of this Memorandum of Understanding is to establish academic and educational cooperation between the parties hereunder based upon the principles of mutual benefit. It may include the following general cooperation areas:

- Student mobility between the two institutions



- Staff and faculty exchange
- Research collaboration

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 FRANKFURT UAS. The balance shall be equal over a three-year period. 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. However, students to Frankfurt UAS will have to pay a semester contribution ('Semesterbeitrag') which is legally required upon enrolment.
- 2.2. The Parties shall evaluate the number of students to be exchanged as full-time, non-degree students by April 1 for Fall/Winter semester and October 15 for Spring/Summer semester each year. The number of exchange students will usually be 2 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 by May 1 for Fall/Winter semester and November 1 for Spring/Summer semester each year. 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, administrative fees, 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 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.
- 2.14. The Parties will exchange annually current catalogs, informational brochures, and other materials to help promote the Exchange Program and advise prospective students.

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

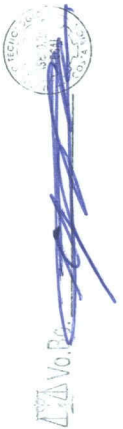
FINANCIAL ARRANGEMENT

- 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.



ARTICLE 7

DATA PROTECTION

The parties agree to comply with all applicable legal provisions regarding personal data protection, which is why the possible managing of information and personal data shall be exclusively used to comply with the purposes for which it was gathered, and exclusively for complying with the subject matter of this agreement, without possibility of being transferred.

In addition, it is strictly prohibited for the parties to manage, store, or use Personal Data for purposes other than compliance with the subject matter of this agreement; the parties undertake to indemnify and hold the other party harmless against and from any claim, penalty, proceed, liability, process, loss, damage, cost, fine, expenses, attorney's fees, or otherwise, that such party may suffer due to the violation of applicable laws and legal provisions regarding Personal Data Protection, including any damage.

Regarding personal data, the parties specifically agree:

- 7.1 To use or apply personal data exclusively for the performance of the agreed services and, if applicable, in accordance with the instructions given by TEC or Frankfurt UAS.
- 7.2 Not to communicate them, not even for purposes of their preservation, to other persons; neither shall they communicate the elaborations, assessments, or similar processes, as aforementioned, nor duplicate or reproduce the entirety or part of the information, results, or relationships thereof.
- 7.3 To ensure that such data is exclusively handled by those employees whose intervention is required for this agreement's purposes.
- 7.4 To authorize the controls and audits that TEC or Frankfurt UAS may reasonable intent to perform, for purposes of verifying the other party's compliance hereunder, and the fact that TEC or Frankfurt UAS may add control records to the personal data provided.
- 7.5 Once the provision of services has ended, to destroy such data or, if TEC or Frankfurt UAS require so, to return such data to the latter, as well as the support or documents in which they rely, without keeping any copy.

ARTICLE 8

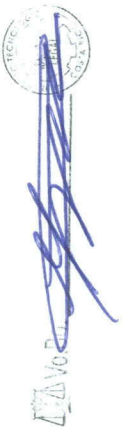
EFFECT OF MEMORANDUM OF UNDERSTANDING

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 9

REVISION, MODIFICATION AND AMENDMENT



A circular stamp of the Tecnológico de Costa Rica (TEC) is located on the right side of the page. Below the stamp, there is a handwritten signature in blue ink. The signature appears to be 'L. V. D.' followed by a vertical line of scribbles.

- 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 10

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.

ARTICLE 11

DURATION AND TERMINATION

- 11.1 This Memorandum of Understanding shall come into force on the date both signatures have been rendered and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 11.2 If the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so in writing.
- 11.3 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.
- 11.4 Such notice of termination will not affect any individual exchange students who have already commenced or been accepted by either Party.

ARTICLE 12

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 FRANKFURT UAS, 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:

Paula Ulloa Meneses
Director International Office
Tel +506 2550 2216
Fax +506 2550 7454
E-mail froa@itcr.ac.cr

To FRANKFURT UAS:

Andrea Janssen
Director International Office
Tel +49 69 1533 2735
Fax +049 69 1533 2748
E-mail: andrea.janssen@io.fra-uas.de

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this
Memorandum of Understanding.

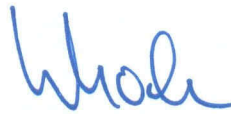
Signed in TWO (2) original texts, all texts being equally authentic.

INSTITUTO TECNOLÓGICO DE COSTA RICA, CARTAGO, COSTA RICA:
on _____ of _____ 20__:



Ing. Jorge Chaves Arce
RECTOR a.i.

SIGNED FOR AND ON BEHALF OF
FRANKFURT UNIVERSITY OF APPLIED SCIENCES, FRANKFURT, GERMANY
on 15th June 2023 of September 2022:



Prof. Dr. René Thiele *Schweh*
Präsident (m. d. W. d. A. b.)

Frankfurt University of Applied Sciences
Der Präsident
Nibelungenplatz 1 - Telefon 069 1533-0
60318 Frankfurt am Main

