



INTERNATIONAL AND ACADEMIC COOPERATION MASTER AGREEMENT BETWEEN THE DONGGUAN UNIVERSITY OF TECHNOLOGY DONGGUAN, GUANGDONG, CHINA, HEREINAFTER REFERRED TO AS "DGUT", LEGALLY REPRESENTED BY THE PRESIDENT LI LIN, PHD., HAVING ITS PRINCIPAL PLACE OF BUSINESS AT DONGGUAN, GUANGDONG, CHINA; AND THE UNIVERSIDAD NACIONAL DE CHIMBORAZO, HEREINAFTER REFERRED TO AS "UNACH", LEGALLY REPRESENTED BY THE PRESIDENT NICOLAY SAMANIEGO PHD., HAVING ITS PRINCIPAL PLACE OF BUSINESS AT RIOBAMBA, CHIMBORAZO, ECUADOR.

Considerations:

- I. Both universities are Higher Education Institutions which operate under their own national regulations and are able to be legally bound by signing this master agreement. They both have as main objectives teaching, bonding, and research
- II. Both presidents mentioned, accredit their legal capacity to act under this master agreement.
- III. Both Higher Education Institutions consider of crucial importance improving the international academic cooperation, scientific development, mobility and bonding in benefit to the institutions. For the proper execution of this International and Academic Cooperation Master Agreement both parties agree to the following clauses:

FIRST: COOPERATION OBJECTIVE

This agreement aims to establish the basis and terms of joint activities geared toward academic, cultural, and scientific cooperation between DGUT and UNACH in order to improve their educative functions, which will be concentered by signing specific agreements.

SECOND: SCOPE AND FORMS OF COOPERATION

Subject to mutual consent, cooperation may include any field or programme offered at either university that is felt desirable and feasible on either side and which both sides feel will contribute to the fostering and development of the cooperation:

- a. Exchange of undergraduate and/or graduate students;
- b. Exchange of professors and researchers;
- c. Collaborative research projects;
- d. Design and development of scientific seminars and workshops, special short-term programs for professional and academic groups;
- e. Exchange of information, library acquisition and publications;

Related to what is mentioned above, a work plan will be carried out by liaison officers in order to sign specific agreements.

THIRD: SPECIFIC AGREEMENTS



Both parties agree that the work programs resulting from this master agreement will be raised to the category of specific ones of cooperation. These ones must be signed by their institutional representatives and will be considered as annexes of this document.

The specific agreements will precisely describe: the activities to be done, responsibility of each part, budget of activities, financial sources, personal involved, facilities and equipment to be used, work calendar, and everything related to goals and scope of every single specific agreement.

FORTH: INTELLECTUAL PROPERTY

Both parties will regulate copyright and intellectual property of academic and scientific production that results from joint activities.

FIFTH: ADMINISTRATION OF THE AGREEMENT

UNACH will appoint as liaison officer the sub-Dean of the College of Engineering, and DGUT will designate a liaison officer from the International Communication Office. The liaison officers will be responsible for coordinating the specific aspects of the cooperation.

SIXTH: FUNDING

Financial support will not be compromised by any part without budgetary availability and a correspond inform about it

SEVENTH: REGULATIONS

In the development of the work programs, both parties undertake to respect the current and applicable regulations of each one of them.

EIGHTH: RESPONSIBILITY

Both parties will not be liable for damages caused by force majeure or fortuitous events that could prevent the continuation of this agreement. Once these events have been overcome, the activities can be resumed in the manner and terms determined by the parties.

NINTH: TERMINATION OF AGREEMENT

This project may be terminated by either of the following reasons:

- Due to the expiration of the deadline for the agreement;
- By mutual agreement between the parties;
- Due to force majeure or attributable not attributable to the parties;
- Due to termination of the legal representative of any of the parties; and
- The parties may request the cancelation of this project at any time if it is identified serious and unjustifiable breach of obligations assumed. Notifications will be sent at least thirty (30) days in advance.



In all these cases written notice and circumstances will be given to the educational authority of the case.

TENTH: DURATION OF AGREEMENT

This Agreement will come into effect with the appropriate signatures of each institution. It will remain in force for a period of five (5) years and may be renewable or extended by mutual written consent of the two parties after assessing the obtained results.

ELEVENTH: MODIFICATION OF AGREEMENT

Modifications may be made to the agreement, upon written acceptance by both institutions. It will be done under the applicable regulations and legal instruments. These modifications will commit the parties to new stipulations from the date of their signature.

TWELFTH: DISPUTE RESOLUTION

The parties hereto agree that in the event any part thereof of this agreement is held to be discrepancy about its interpretation, they will resolved by mutual agreement

THIRTEENTH: ADDRESS OF PARTIES INVOLVED:

The following information disclosed by each University will be the only one used for information exchanges such as notifications, authorizations, approvals or other dispositions. This agreement will be implemented under the following:

INSTITUTION: UNIVERSIDAD NACIONAL DE CHIMBORAZO

Address: Km ½, Vía a Guano, Riobamba, Chimborazo, Ecuador

Phone: (593) 32317-009 - 2317001- 2317000

Website: www.unach.edu.ec

INSTITUTION: THE DONGGUAN UNIVERSITY OF TECHNOLOGY

Address: No.1 Daxue Road, Songshan Lake, Dongguan, Guangdong, China

Phone: (86) 769-22862119

Website: <http://www.dgut.edu.cn/>

In case of change of address, it is the obligation of the party that generates it to inform the institutional counterpart in writing of the new address that must be taken into account for such purposes.



FOURTEENTH: QUALIFYING DOCUMENTS

The following are qualifying documents and an integral part of this instrument:

Certificate of designation as legal representative of UNACH

Certificate of designation as legal representative of DGUT

FIFTEENTH: ACCEPTANCE

Both parties declare to agree with the content of each and every clause described in this instrument. This document is created to suit their interests, under their revision and evaluation, so the accepted and ratified interest from each university is stated through the signature on this document. Each University signs in three copies of the same content, value and meaning.

25th, May 2018

Signing the Agreement for the Dongguan
University of Technology

**YANG MINLIN
VICE PRESIDENT**

Signing the Agreement for the Universidad
de Nacional de Chimborazo

**NICOLAY SAMANIEGO ERAZO PHD.
PRESIDENT**