



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSIDAD NACIONAL DE CHIMBORAZO (RIOBAMBA, ECUADOR)

AND

LAKEHEAD UNIVERSITY (ONTARIO, CANADA)

In this Memorandum of Understanding (hereinafter referred to as "MOU") Lakehead University and Universidad Nacional de Chimborazo, (hereinafter referred to as the "Parties" or singularly as "Party"), wishing to encourage and facilitate international education opportunities for their students and faculty, and seeking to promote the process of internationalization at their respective institutions, declare their mutual interest in exploring co-operation as follows on the basis of equality and reciprocity of benefits:

1. The Parties wish to collaborate in planning for, developing, and establishing opportunities for their students and faculty at Lakehead University ("Lakehead") and Universidad Nacional de Chimborazo (UNACH), respectively.
2. Areas of potential cooperation between the Parties include but are not limited to:
 - a) Joint development of academic, scientific and technological projects for the benefit of both institutions;
 - b) Joint conduct of seminars, workshops and other academic activities;
 - c) Inter-institutional participation of faculty members in research and opportunities for collaboration on publications;
 - d) Opportunities for inter-institutional student research mobility, research practicums, internships and community programs;
 - e) Summer, short term, and semester based courses in English language and culture training programs for students
3. Any actual collaboration in a particular area shall be negotiated in an agreement between the Parties completely separate from this MOU.

4. Collaboration will be coordinated through the Office of Research Services at Lakehead and the Office of International Affairs at UNACH.
5. Under this MOU, and in any collaboration arising from this MOU, neither Party will incur any financial obligations resulting from the actions of the other Party without a prior agreement in writing, completely separate from this MOU, to accept specific financial obligations. It is understood by the Parties that any agreement pertaining to financial matters will be conditional upon the availability of funds for each Party.
6. This MOU will be in effect from the latest date of signature and shall continue thereafter from year to year until such time as
 - a) both parties agree in writing to terminate it; or
 - b) either Party gives at least six (6) months written notice of termination to the other Party.
7. While in effect this MOU may be amended at any time by mutual written consent of the Parties.
8. This MOU is not binding on the Parties and contains no enforceable legal obligations.
9. Intellectual Property:

The Parties acknowledge that specific agreements derived from this MOU involving research, training, projects, etc., from which intellectual property will be derived, including publications, will be negotiated in a manner that recognizes the participation of both institutions, their support of such agreements, and the principle that fairly sharing intellectual property will be based on the contribution of the Parties.

10. Confidentiality:

This MOU and all documents and information provided by one Party to the other Party under, or in connection with this MOU or in anticipation of any subsequent contractual undertakings shall be treated as confidential (Confidential Information). The Confidential Information shall not be used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

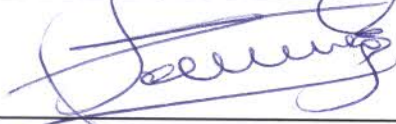

Use and disclosure of Confidential Information shall not apply to any part of the Confidential Information that:

- a. Is already known by the receiving Party prior to the disclosing Party making the disclosure and is not subject to any obligation of confidentiality to a third party; or
- b. Is in the public domain or becomes subsequently publicly known outside of this MOU; or

- c. Has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- d. Has been independently developed by the Party receiving the disclosure without reference of the Confidential Information; or
- e. Is disclosed in obedience of any law, regulation or order of a competent Court by jurisdiction, and the Party which is required to make that disclosure, has informed the other Party within a reasonable time after said request, on both the obligation to make such disclosure and what the information to be disclosed is; or
- f. Is approved for release in writing by an authorized representative of the Party whose information is owned.

In the execution of this MOU both Parties shall observe the legislative and regulatory framework in their respective countries relating to Confidential Information.

The following signatures are affixed as acknowledgement and notification of the terms of this MOU in both English and Spanish, with the English text prevailing in the event of any differences:

For Universidad Nacional de Chimborazo, Riobamba, Ecuador	For Lakehead University, Ontario, Canada:
	
Dr. Nicolay Samaniego President	Dr. Andrew P. Dean Vice President (Research & Innovation)
<u>27-11-2019</u> Date:	<u>Nov. 22 / 19</u> Date: