



UNIVERSIDAD AGRARIA DEL ECUADOR
SECRETARIA GENERAL
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RESOLUCIÓN No. 052 - 2020

Punto No.39

El H. Consejo Universitario reunido en Sesión Ordinaria N.2 el día **viernes 31 de enero del 2020**, en el Salón Auditorium de la U.A.E., **TOMÓ CONOCIMIENTO** del oficio No. 104 PS-2020, de fecha 29 de enero 2020, que remite la Ab. Olga Parrales Lucio, en calidad de Procuradora Síndica a la Dra. Martha Bucaram Leverone, Rectora de la U.A.E; mediante el cual, adjunta Convenio de Cooperación Interinstitucional entre la Universidad Agraria del Ecuador y University of West Alabama, propuesto por el Ing. Ahmed El Salous MSc., Director del Instituto de Investigación.

En cuanto al Anexo A del Convenio, se deben determinar los datos de los funcionarios de ambas Instituciones para administración y contacto referentes al convenio; por lo demás, considero que los términos del Convenio son coherentes con la finalidad del mismo, por lo que es procedente su aprobación y suscripción.

Resuelve: Se **TOMA CONOCIMIENTO** y se **APRUEBA** por unanimidad la suscripción del Convenio de Cooperación Interinstitucional entre la Universidad Agraria del Ecuador y University of West Alabama, se dispone que previo a la suscripción, el proponente del Convenio, Ing. Ahmed El Salous MSc., complemente los espacios indeterminados del anexo A.


Ing. Javier Del Cioppo Morstadt, PhD.
RECTOR (E)

cc: Miembros del H. Consejo Universitario
cc: Ing. Ahmed El Salous - Director Instituto de Investigación
cc: Ab. Olga Parrales - Procuradora Síndica

COOPERATIVE AGREEMENT

By and Between the

UNIVERSIDAD AGRARIA DEL ECUADOR

And the

UNIVERSITY OF WEST ALABAMA

This Cooperative Agreement (the "Agreement") dated as of July 16, 2020 (the "Effective Date") made by and between The University of WEST ALABAMA, United States of America, and UNIVERSIDAD AGRARIA DEL ECUADOR, a public university located in Guayaquil, Guayas Province in Ecuador, hereafter referred to as "UNIVERSIDAD AGRARIA DEL ECUADOR" and UNIVERSITY OF WEST ALABAMA shall collectively be referred to herein as the "parties." The parties hereto agree as follows:

I. **Philosophical Intent**

- a) The primary objective of this Agreement is the development of cooperative efforts between the UNIVERSITY OF WEST ALABAMA and UNIVERSIDAD AGRARIA DEL ECUADOR, which will enhance the academic and research interchange between the two institutions. Recognizing the importance of mutual collaboration and the contributions to society made by institutions of higher education, the parties desire to promote exchange between the faculty and students of the two institutions as well as the exchange of academic and research information.
- b) Specific projects in an area of educational or research interest will be selected as a result of coordination by The UNIVERSITY OF WEST ALABAMA and UNIVERSIDAD AGRARIA DEL ECUADOR, at the appropriate administrative level in each institution. As these projects are developed, each will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. The President is authorized signatory for UNIVERSITY OF WEST ALABAMA. The Rector is the authorized signatory for UNIVERSIDAD AGRARIA DEL ECUADOR.

II. **General Provisions**



- a) All collaborative activities conducted pursuant to this Agreement shall be conducted in accordance with the laws and regulations that apply where the activities take place and each of the parties shall also comply with the laws, regulations and policies applicable to it, including without limitation, export control, non-discrimination, data privacy, anti-bribery, anti-corruption, immigration and sanctioned parties or transactions. In the case of UNIVERSITY OF WEST ALABAMA, these include

the laws of the United States of America. In the case of UNIVERSIDAD AGRARIA DEL ECUADOR, these include the laws in the Constitution of the republic of Ecuador, the "Ley Organica de Educacion Superior" and the rules, regulations and policies of UNIVERSIDAD AGRARIA DEL ECUADOR.

- b) The "term" of this Agreement begins on the Effective Date and continues for a period of Three (3) years thereafter. The term may thereafter be extended in a written extension signed by authorized representatives of both parties. Notwithstanding the foregoing, either party may terminate this Agreement early by giving at least 60 days' advance written termination notice to the other party, specifying the end date (or a shorter notice period if earlier termination is required to comply with applicable laws).
- c) Notices with respect to this Agreement shall be provided to the parties as indicated on Attachment A hereto, entitled "Administration of Program and Contact Information," which is incorporated by reference herein.
- d) The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English. Termination of the Agreement shall be the only remedy for breach of this Agreement, except respecting a breach of clause "e" below. Captions are for convenience and have no legal effect. Waivers of any provisions contained herein are only effective if made in writing by the authorized signatory of the waiving party and cover only the particular provision waived on the particular occasion.
- e) This Agreement does not confer any rights in or to use trademarks, logos or names, except to factually state that this Agreement between the parties is or was in effect during the term and that UNIVERSITY OF WEST ALABAMA and UNIVERSIDAD AGRARIA DEL ECUADOR are or were collaborating on the possible development of projects of mutual interest in plant disease management, plant breeding, agricultural education or research. Any media statements concerning this Agreement or the parties' activities under it must be agreed upon in advance by the parties through their news offices.
- f) The relationship of the parties under this Agreement is that of independent contractors (not legal partners) and no party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.
- g) Under this Agreement, there are no payments owed or earned by either party to the other, there is no physical presence, residence or bank account established by either party in the other party's country, there is no intellectual property to be developed, and, with the exception of brief visits, the

activities of each party will be largely undertaken in its home country. It is not expected that any tax or excise will be owed or filings will be required by either party or their employees to or in the other party's country as a consequence of entering into this Agreement. If funding is being pursued for a project, the parties will enter into a separate written agreement to set forth the conditions and agreements between the parties related to such funding. This Agreement is a statement of intent and is not legally binding upon the parties. This Agreement is entered into to facilitate discussions regarding general areas of cooperation.

IN WITNESS WHEREOF the parties hereto have caused their authorized representatives to execute two original counterparts of this instrument, each of which, when all counterparts are delivered, shall be considered an original.

UNIVERSITY OF WEST ALABAMA	UNIVERSIDAD AGRARIA DEL ECUADOR
By: <u></u>	By: <u></u>
Name: Ken Tucker Title: President	Name: MARTHA BUCARAM LEVERONE DE JORGGE Title: UNIVERSITY RECTOR
Date: <u>7/16/2020</u>	Date: <u>8/15/2020</u>