



## **Memorandum of Agreement**

**between**

**College of Engineering  
Villanova University (VU)  
Villanova, Pennsylvania, USA**

**And**



**Universidad Nacional de Ingeniería (UNI)  
Managua, Nicaragua**

### **Whereas**

The College of Engineering at Villanova University (VU), USA, and the Universidad Nacional de Ingeniería (UNI), Nicaragua, have mutual

- a. Academic interests in the development of engineering students and faculty
- b. Scientific and research interests that broadly overlap many disciplines at both institution.

- c. Institutional and professional interests in establishing global cooperative partnerships.

**It is therefore agreed to**

**Article I.**

Facilitate and promote the development of academic, scientific, and institutional cooperation between the VU College of Engineering and UNI through the exchange of students and faculty, through scientific research collaboration, through professional internships and exchange of scholars, and other forms of technical cooperation.

**Specifically, it is agreed to the following:**

**Article II.**

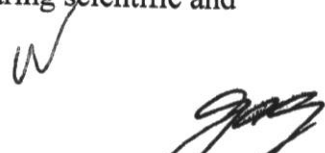
- a. To the extent permitted by applicable law, VU and UNI will cooperatively develop innovative curricula in engineering science and technology that will be of service to UNI graduate and undergraduate students in the following areas:
  - Sustainability in design and engineering applications
  - Thermal energy storage
  - Geotechnical engineering and earthquake resistant structures
  - Water resources
  - Biofuels
  - Renewable Energy
  - Information and Communication Technology
  - Electromedicine
  - Robotics and automation
  - Cybersecurity
  - Entrepreneurship and prototyping design
  - Intellectual property

**Article III.**

- a. VU and UNI will encourage the exchange of Master's level graduate students by facilitating the application, processing, and enrollment of full-time students into their respective Master of Science (M.S.) programs. The rules and policies governing this program will be subject to a written agreement executed by both parties, which will become an Addendum to this Memorandum.

**Article IV.**

- a. VU and UNI will facilitate and encourage short-term exchange of students, faculty, scientific and professional staff members for the purpose of encouraging research collaboration, pursuing joint research projects, sharing scientific and



teaching experiences, English and Spanish language enhancement and teaching collaboration.

#### **Article V.**

- a. Students from one institution may enroll in courses and postgraduate programs offered by the other institution subject to the host institution's admission requirements and admission discretion; such enrollments will be subject to a prior written agreement between the two institutions on cost of tuition and other program specifications and requirements.

#### **Article VI.**

- a. Each institution will have access to the open resources of the other, such as libraries, film and slide collections, technical and academic material repositories, laboratories, and other academic resources for the purposes of enriching and developing their own academic capabilities. This access must be approved in writing by the host institution and will be guided by availability of the resources, the cost, and the logistics of releasing them.

#### **Article VII.**

- a. Both institutions will participate in submitting joint proposals to funding agencies in the U.S., Nicaragua, and international organizations, when applicable, for the purpose of securing instruction, research, and equipment grants, which will be used to enhance research and education in either or both institutions.

#### **Article VIII.**

- a. Both parties agree to work in a collaborative fashion and will keep each other fully informed of all activities pursued by either party hereunder and comply with all laws and regulations in connection with the activities pursued hereunder. Neither party is obligated to commit any funds toward this effort in the absence of a separate written agreement. The parties agree that any intellectual property developed hereunder or services rendered for a fee will be a part of a separate written agreement executed by the parties.
- b. The agreement can be terminated by either institution by informing the other institution in writing six months prior to the intended termination date.
- c. For the coordination of the activities under this Memorandum of Agreement VU appoint Sr. Associate Dean of Graduate Studies and Research, Dr. Gerard Jones and Dr. Pritpal Singh, Professor, Department of Electrical and Computer Engineering and UNI appoint the Research and Development Vice-president, José Leonel Plazaola Prado, the Dean of the Electrotechnic and Computer Faculty, Ronald Torres Torres, the Dean of Industrial Technology, Daniel Augusto Cuadra

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Horney, and the Dean of the Chemical Engineering Faculty, Rafael Gamero Paguaga.

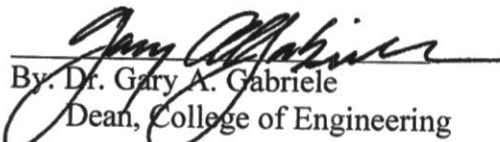
- d. Neither party may use any trademark or logo of the other party without the other party's prior written consent. Each party shall hold information received from the other party confidential and will not disclose such information without the prior written consent of the other unless the information (i) becomes publically known through no fault of the receiving party, (ii) was previously known to the receiving party, (iii) was disclosed to the receiving party by someone else having no confidentiality obligation to the disclosing party, or (iv) is independently developed by the receiving party without using such information.
- e. This Agreement shall be binding on both the Universidad Nacional de Ingeniería and Villanova University and their respective successor and permitted assigns. Neither institution shall assign its obligations and duties under this Agreement without receiving the prior written consent of the other institution. None of the benefits or obligations of either party under this Agreement shall run to or be enforceable by any student or other third party.
- f. Each institution agrees to indemnify and hold harmless the other institution from and against any and all claims, demands, action, settlements or judgment, including reasonable attorney's fees and litigation costs, based upon or arising out of the activities described in this Agreement to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of that institution's agents, servants or employees. Each institution is acting as an independent contractor hereunder and neither of the institutions hereto, nor their respective employees, shall be construed to be the agent, employee or representative of the other.
- g. This Agreement is not intended to be exclusive and each party reserves the right to enter into similar agreements with other institutions for similar programs.
- h. This Agreement shall become effective immediately upon signing by both parties and will be effective for a period of five years. The Agreement can be modified at any time by mutual agreement of both institutions communicated in writing.
- i. Export Controls. VU is committed to full compliance with all U.S. Export regulations. If any part of the activity scope posed by this Memorandum presents a conflict in terms of compliance with export control regulations, VU's compliance obligation will supersede its obligations under this Memorandum. In particular, VU will not engage in any transactions with an entity or individual listed on the Specially Designated Nationals List (SDN List) maintained by the Office of Foreign Assets Controls (OFAC) (each a "Blocked Person") or export any controlled items without appropriate license(s). If any party to this Agreement has knowledge that an activity under the Agreement would involve a Blocked Person, that party must make Villanova aware of that status immediately upon

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learning that such activity involves a Blocked Person. All requirements set forth above in this Section apply to this Memorandum, as well as any future amendments or other sub-agreements that derive from or are executed in furtherance of this Memorandum. UNI and all UNI personnel shall promptly provide current, complete and accurate information requested by VU in connection with VU's research and review of applicable lists and licenses and other actions in connection with compliance with U.S. export laws.

**VILLANOVA UNIVERSITY**

  
By: Dr. Gary A. Gabriele  
Dean, College of Engineering

August 16, 2017

**UNIVERSIDAD NACIONAL DE  
INGENIERIA, NICARAGUA**

  
By: Néstor Gallo Zeledón  
Rector UNI

