CHILE

- Universidad de Los Andes - Chile

Universidad de Los Andes - Chile

1. UANDES_Exchange_Signed_2018.pdf
2. Universidad-De-Los-Andes-Chile.pdf

Below are the agreements:

MEMORANDUM OF UNDERSTANDING BETWEEN ARKANSAS STATE UNIVERSITY - JONESBORO AND UNIVERSIDAD DE LOS ANDES, CHILE

Arkansas State University - Jonesboro, an institution of higher education and an agency of the State of Arkansas, located at 2105 Aggie Road, Jonesboro, Arkansas 72401, USA (hereinafter "ASUJ"), and Universidad de los Andes, located at Av. Mons. Alvaro del Portillo 12.455, Las Condes, Santiago, Chile (hereinafter "UANDES"), hereby agree to further promote mutual cooperation in higher education through this Memorandum of Understanding (hereinafter "MOU"), and do hereby agree to the terms and conditions regarding the same as follows.

1. STUDENT EXCHANGE

Any exchange program for undergraduate or graduate students shall be administered through the Office of Global Initiatives at ASUJ and the Division of International Affairs at UANDES.

a. Number of Students: Either Party may request to send a maximum of two (2) students per academic year, with the actual number of students accepted to be decided by the host institution. However, this number may vary in any given year, provided a balance of exchanges is reached over a two (2) year period.

b. Study: Participating student applicants will register at the partner institution for one or two academic semesters, or short-term programs, depending on the needs and goals of the individual student. The short-term programs will be offered in the months of January and July. Exchange balances will be calculated as follows:

- 2-week program: 4 students from ASUJ equals 1 semester student from UANDES
- 3-week program: 3 students from ASUJ equals 1 semester student from UANDES
- 4-week program: 2 students from ASUJ equals 1 semester student from UANDES
- 1 semester exchange student from ASUJ equals 1 semester exchange student from UANDES

Participating student applicants will be enrolled in a degree program at their home institution. Participating student applicants nominated by their home institution may be accepted by the host institution for exchange at the sole discretion of the host institution and provided that the respective participating student applicant meets the host institution's admission requirements for international students.

Upon acceptance, participating students will be enrolled as full-time students at the host institution. Participating students may enroll in the courses offered by the host institution subject to usual host institution regulations and policies.

c. Credit Transfer: Any academic credit that the participating student receives from the host institution will be transferred to the home institution provided that the host institution's program of study has received prior approval by the appropriate authorities at the home institution.

d. Tuition and Fees: Participating students will pay regular tuition and fees at their home institution. The host institution will waive tuition and fees for participating students under this MOU. Participating students from ASUJ in the "GO UANDES" short-term programs will not pay tuition or fees, they will only pay the application fee.

e. Accommodations: Participating students will pay room and board to the host institution and live on campus, pending availability of housing. In the event that no such housing is available, it shall be the responsibility of the participating student to obtain suitable housing. Expenses such as books, transportation, student health insurance fees and medical care, passports, visas, and personal expenses are the responsibility of the participating student.

f. Health Insurance: Participating students shall be solely responsible for acquiring appropriate accident and medical insurance, according to the regulations of the host institution.

g. Nomination and Visa Compliance: Each year by the established deadline, the home institution will forward to the host institution a list of participating student applicants nominated for exchange and all appropriate documents.

Each host institution will issue the appropriate documents for visa purposes in accordance with current immigration laws for all those participating student applicants who are accepted by the host institution under the terms of this MOU. However, it is the responsibility of the individual participating student applicant to obtain a visa in a timely manner.

h. Shipping of Documents: Participating students will not be responsible for the charges related to the shipping of their acceptance letters or DS-2019 forms. ASUJ shall bear the costs of shipping those documents.

2. ADDITIONAL REQUIREMENTS

a. FERPA Compliance and Personal Data Protection: Rosario Diaz, UANDES Director of the International Relations Office, is a designated school official with a legitimate educational interest in storing, accessing, transmitting to, and receiving from ASUJ only the educational records of those participating student applicants under this MOU.

In accordance with the laws of each country on protection of personal data, the Parties agree that the personal data provided by the Parties, for cases in which the personal data is regarding a natural person or representatives of a legal entity, will be incorporated into a file and/or database which shall be owned by each of the Parties. The purpose of providing the data is for the activities of the present MOU, as well as the maintenance of contact on both sides.

In compliance with current regulations, the Parties guarantee that they have adopted the technical and organizational measures necessary to protect the data under the same standards which are used to protect said Party's own data, provided that in no case shall that be less than a reasonable standard of protection. In addition, the Parties shall not assign or communicate the personal data stored in their files and/or databases to third parties, except when necessary for the performance as outlined under this MOU, when required by law or the order of a court of competent jurisdiction, or upon the written consent of the other Party.

b. Compliance with Anti-Kickback Legislation: Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) - By agreeing to this MOU, the Parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASUJ or UANDES for the purpose of obtaining this or any other agreement, purchase order, or contract from ASUJ and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both Parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

c. Compliance with Export Control Laws: Each party shall be responsible for adhering to all applicable international and domestic import/export control laws.

3. TERM AND TERMINATION

This MOU shall be in force for a period of two (2) years from the date of signing and is subject to renewal upon the mutual written agreement of the Parties. This MOU may be terminated earlier by either Party upon the issuance of six (6) months' written notice to the other Party. However, such termination shall not affect the ability of any then currently enrolled participating student to complete the semester in which he or she is then enrolled under this MOU.

4. MISCELLANEOUS TERMS

a. Sovereign Immunity: All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and that as such, has sovereign immunity. Nothing in this Agreement is intended to or

should be construed as waiving that sovereign immunity.

b. Revision: The clauses of this MOU may be revised or changed only upon the mutual written consent of the Parties.

c. Force Majeure: Neither party shall be considered in default in the performance of its obligations under this MOU if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, flood, or any other uncontrollable natural force, or because of any law, order, proclamation, ruling, regulation, or ordinance of any government or subdivision of government.

i. In the event that either party is prevented or delayed by Force Majeure from performing its obligations, that party shall notify the other party of the Force Majeure occurrence as soon as possible, but no later than fourteen (14) days following the occurrence of the Force Majeure event.

d. Relationship: The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between UANDES and ASUJ. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.

e. Waiver: A waiver of any provisions of this MOU will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

f. Notice: Any request, notice, or other communication to be given under this MOU must be in writing and delivered personally or by messenger, courier service, or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University - Jonesboro:
Lynita Cooksey, Ph.D.
Vice Chancellor and Provost
P.O. Box 179
State University, Arkansas 72467
U.S.A.

To Universidad de los Andes:
Rosario Diaz
Director of the International Relations Office
Av. Mons. Álvaro del Portillo 12.455
Las Condes, Santiago, Chile

g. Successors: The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

h. Additional Documents and Terms: The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this MOU. Detailed procedures for implementing the exchange programs which are not prescribed in this MOU will be discussed and decided upon by both institutions at the appropriate time and documented in a written agreement to be signed by representatives from both Parties. Any disagreements will be discussed and settled by representatives from both institutions.

i. Counterparts: This MOU may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this MOU at different times and places by the parties will not affect the validity of this MOU.

j. Severability: Any provisions herein declared invalid under any law shall not invalidate any other provisions of this MOU. If one or more conditions, requirements or provisions contained in this MOU cannot be carried out, is declared invalid, is found to violate applicable law, or is unenforceable due to the presence of an order of a court of competent jurisdiction that bans its enforcement, then the remaining requirements, regulations, or other provisions remain valid and binding on the parties.

k. Entire Agreement: This MOU constitutes the entire agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this MOU. This MOU may be translated into a language other than English; however, for the purpose of clarity and mutual understanding, the Parties do hereby agree that this English language version of the MOU shall control in the event of any conflict. No supplement, modification, or amendment to this MOU will be binding unless such supplement, modification, or amendment is in writing and signed by all parties. No party may assign any of its rights or delegate any of its duties under this MOU without first obtaining the written consent of the other party.

Signatures

Universidad de los Andes

José Antonio Guzmán Cruzat, Ed.D
President
Date: 6/15/18

Alejandro Gutiérrez Gasparini
Economic Vicepresident

Arkansas State University - Jonesboro

Dr. Kelly Damphousse
Chancellor
Date:

MEMORANDUM OF UNDERSTANDING BETWEEN ARKANSAS STATE UNIVERSITY, U.S.A. AND UNIVERSIDAD DE LOS ANDES, CHILE

This Memorandum of Understanding (MOU) outlines the intentions of the Arkansas State University (ASU) and Universidad de los Andes, (UANDES) to establish a long-term cooperation envisaged to create mutually advantageous relationships.

The implementation of this MOU is contingent upon full satisfaction of the requirements and expectations of the appropriate faculty governance; upon the approval of the proposal by the executive officers of both universities; and, where appropriate, by the Universities' Board of Trustees.

Any suggestions for changes in the substance or scope of this Memorandum of Understanding should be presented, in writing, by the signatories making the proposal at least 6 (six) months prior to the end of the academic year in progress.

Legal and Financial Status of Memorandum of Agreement

- Neither this Memorandum nor any following agreement is a contract to create legal and/or financial obligation outside those financial and logistical arrangements specifically listed in the General Conditions of this memorandum. This Memorandum and its subsequent agreements are designed solely to facilitate the development of mutually beneficial and collaborative initiatives.
- Notwithstanding any other provisions of this Memorandum of Understanding or any agreement concluded in pursuance thereof, no agency is created between the parties.
- Parties using their existing resources shall share all costs associated with the implementation of this MOU.
- ASU and UANDES may refer to this program in their catalogs and other appropriate publications.
- This Memorandum of Understanding is to be in effect with the 2014-2015 academic year and will be valid for duration of five (5) years.

This MOU will become effective immediately upon its ratification by individuals who have authority to execute such agreements at the two institutions and after they have obtained any necessary confirmation by the internal curricular bodies of the partner institutions and by the appropriate higher authorities of the respective countries. Either institution may terminate this MOU at any time. In so doing, the duty authorized representative of the Institution initiating such action shall give written notice to the other party at least six (6) months prior to the end of the academic year then in progress, unless the parties mutually agree upon an earlier termination date. Nothing in this clause, however, shall be interpreted to the detriment of any student.

Signatures

UNIVERSIDAD DE LOS ANDES

Dr. José Antonio Guzmán Cruzat
Rector
Date: 10/15/2014

ARKANSAS STATE UNIVERSITY

Dr. Lynita Cooksey
Vice Chancellor and Provost
Date: 3/9/15