

## MEMORANDUM OF AGREEMENT

This AGREEMENT is entered into this 15 day of June 2022 by and between Universidad Laica Eloy Alfaro de Manabí (ULEAM), Manabi, Ecuador, (hereinafter referred to as "Sponsor") and Kansas State University, 2 Fairchild Hall, 1601 Vattier St., Manhattan, KS, 66506-1103 (hereinafter referred to as the "University"). Work will be performed at Kansas State University in the Department of Curriculum and Instruction.

WHEREAS the project contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor and will further instructional and research project objectives of University in a manner consistent with its status as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, the parties hereto agree as follows:

1. STATEMENT OF WORK. The University agrees to use its best efforts to perform the project as described in Appendix A hereof.
2. PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR. The project will be directed by Dr. F. Todd Goodson. If, for any reason, he is unable to continue to serve as principal investigator/project director and a mutually acceptable successor is not available, University and/or Sponsor shall have the option to terminate said program in accordance with Clause 15 - TERMINATION.
3. PERIOD OF PERFORMANCE. The project shall be conducted during the period of August 15, 2022 thru January 31, 2023 and will be subject to renewal only by mutual agreement of the parties.
4. PROJECT COSTS AND PAYMENT. In consideration of the foregoing, Sponsor will pay University the amount of \$7,500 per scholar for performance under this Agreement. Sponsor shall ensure that the scholars pay \$1,500 USD within 10 days of their arrival. Sponsor shall make final payment within thirty (30) days of the receipt of an invoice from University in the amount of \$6,000 plus any additional amount the scholar does not pay. Payment shall not exceed the amount of \$82,500 USD for 11 scholars. See Appendix A regarding partial payments for early withdrawals. University will email invoices in PDF format to Dr. Marcos Zambrano, [marcos.zambrano@uleam.edu.ec](mailto:marcos.zambrano@uleam.edu.ec)
5. REPORTS/DELIVERABLES. Brief progress reports of the project will be made periodically by University to Sponsor and a final report will be rendered on completion of the project. "Deliverables" mean the report(s) submitted to Sponsor by University which contains the resulting data generated from the project evaluation. The parties agree that Sponsor owns any such Deliverables provided in accordance with this Agreement and Appendix A and thus may use such for any purpose without any further remuneration to University. Notwithstanding the foregoing, the parties understand and agree that University retains the right to (a) utilize the Deliverables for its academic, educational and research purposes, subject to the confidentiality provisions outlined herein, and (b) publish project results as permitted per Clause 12 – CONFIDENTIALITY/PUBLICATIONS. During the term of this Agreement, representatives of University will consult and/or meet with representatives of Sponsor to discuss progress and results, as well as ongoing plans of the project and University will provide project information to Sponsor as reasonably requested.
6. FACILITIES. The University will provide the utilities and office, laboratory and field space needed for the project.

7. PROPERTY. All equipment detailed in the project budget and purchased from this fund shall be the property of the University.
8. PUBLICITY. Sponsor will not use the name of University, nor of any member of University's project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity, advertising, or news release without the prior written approval of Sponsor.
9. LIABILITY. The Kansas Tort Claims Act (K.S.A. 75-6101 et seq.) sets forth the liability limits of University as an agency of the State of Kansas for the negligent or wrongful acts or omissions of its employees while acting within the scope of their employment by University.
10. BACKGROUND INTELLECTUAL PROPERTY. "Background Intellectual Property" means property and the legal right therein of either or both parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

Both parties agree to provide the Background Intellectual Property necessary to complete the objectives of the project. Both parties shall retain all rights to their respective Background Intellectual Property provided for this purpose. Neither party shall assume any rights in the other party's Background Intellectual Property provided for this project other than the right to use said Background Intellectual Property to achieve the objectives of this project.

11. PROJECT INTELLECTUAL PROPERTY. "Project Intellectual Property" means the legal rights relating to inventions (including Subject Inventions as defined in 37 CFR 401), patent applications, patents, copyrights, trademarks, mask works, trade secrets and any other legally protectable information, including computer software, first made or generated during the performance of this Agreement.

Ownership of Project Intellectual Property shall vest in the party whose personnel conceived the subject matter and diligently pursued reducing the subject matter to practice, and such party may perfect legal protection therein in its own name and at its own expense. Jointly made or generated Project Intellectual Property shall be jointly owned by the parties unless otherwise agreed in writing.

The parties agree to disclose to each other, in writing, each and every invention which may be patentable or otherwise protectable under the United States Patent laws in Title 35, United States Code. The parties acknowledge that they will disclose inventions to each other and the awarding agency within two (2) months after their respective inventor(s) first disclose the invention in writing to the person(s) responsible for patent matters of the disclosing party. All written disclosures of such inventions shall contain sufficient detail of the invention, identification of any statutory bars, and shall be marked confidential, in accordance with 35 U.S.C. 205.

Sponsor shall receive the first option to negotiate for a license to commercialize the Project Intellectual Property of University, subject to any rights of the Government therein. Sponsor is hereby granted an exclusive option to negotiate the terms for a license to Project Intellectual Property of University, for an initial option period of three (3) months after such invention has been reported to Sponsor.

The terms of subsequent licensing agreements for University owned and/or jointly owned

Intellectual Property will be negotiated in good faith and by mutual agreement by the Parties to this Agreement.

12. CONFIDENTIALITY/PUBLICATIONS. During the term of this Agreement, and for a period of five (5) years thereafter, each party will maintain in confidence all confidential Background Intellectual Property and Project Intellectual Property of a party, as well as all other Confidential Information of a party disclosed by that party to the other in connection with this Project. Neither party will use, disclose or grant use of such Confidential Information except as required to perform under this Agreement. Each party will use at least the same standard of care as it uses to protect its own Confidential Information to ensure that students, interns, employees, agents and consultants do not disclose or make any unauthorized use of such Confidential Information. Any student, intern, employee, agent or consultant of the receiving party must be notified of the restrictions on the use of the disclosing party's Confidential Information and must agree with those restrictions before being allowed access to the Confidential Information. Each party will promptly notify the other upon discovery of any unauthorized use or disclosure of the Confidential Information.

Either party may publish its results from this project. However, the publishing party will provide the other party a thirty (30) day period in which to review proposed publications, identify proprietary or confidential information, and submit comments. The publishing party will not publish or otherwise disclose proprietary or confidential information in accordance with the procedures described in this article and the publishing party will give full consideration to all comments before publication. Furthermore, upon request of the reviewing party, publication will be deferred for up to sixty (60) additional days for preparation and filing of a Patent application which the reviewing party has the right to file or to have filed at its request by the publishing party.

13. EXPORT CONTROLS. Each party acknowledges that the transfer of materials, software, technology, and/or technical information may be subject to the import, export control, and economic sanctions laws and regulations of the United States and/or other countries. The disclosing party shall notify the receiving party prior to transfer if the Materials are export controlled. The parties agree that any export-controlled materials, software, technology, and/or technical information which is shared with the other party will be clearly marked as export controlled and if disclosed initially in oral form, to identify same as export controlled at the time of disclosure and to reduce to writing promptly the export-controlled materials, software, technology, and/or technical information orally disclosed. The United States maintains robust trade embargos or economic sanctions against several countries and regions, including but not limited to Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine. Therefore, it is important that the parties do not export, re-export, or transfer, any materials, software, technology, or technical information, which either party shares with the other in contravention of any applicable import, export control, or economic sanctions laws and regulations. The parties agree to obtain any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by U.S. regulations for the export of the products, services, and/or technical data being provided or developed under this Agreement before initiating any such transfer or disclosure.

14. MODIFICATION. Any agreement to change the terms of this Agreement in any way shall be valid when the change is made in writing and approved by authorized representatives of the parties hereto.

15. REPRESENTATIVES. Designated representatives for the parties are:

Sponsor:

University:

If Technical

Pedro Quijije  
Ave. Universitaria  
+593989174976  
Email:  
[pedro.quijije@ulcam.edu.ec](mailto:pedro.quijije@ulcam.edu.ec)

F. Todd Goodson  
Kansas State University  
1114 Mid Campus Dr N.  
Manhattan, KS 66506  
(785) 532-5550  
Email: [tgoodson@ksu.edu](mailto:tgoodson@ksu.edu)

If Contractual

Héctor Ordoñez  
Ave. Universitaria  
+59352623740  
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Paul R. Lowe  
Associate Vice President for Research  
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2 Fairchild Hall, 1601 Vattier St.  
Manhattan, KS 66506-1103  
(785) 532-6804  
Email: [research@ksu.edu](mailto:research@ksu.edu)

If Financial

Zaida Hormaza Muñoz  
Ave. Universitaria  
+59352622744  
Email  
[zaida.hormaza@uleam.edu.ec](mailto:zaida.hormaza@uleam.edu.ec)

Shannon Fisher  
Director, Sponsored Programs Accounting  
Kansas State University  
Division of Financial Services  
Unger Complex  
2323 Anderson Avenue, Suite 600  
Manhattan, KS 66502  
(785) 532-6207  
Email: [spaacct@ksu.edu](mailto:spaacct@ksu.edu)

16. TERMINATION. Performance under this Agreement may be terminated by Sponsor upon a thirty day advance, written notice. In the event of early termination of this Agreement by Sponsor, Sponsor shall pay all costs accrued by University as of the date of the notice of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and fellowships for postdoctoral associate appointments called for in Appendix A. In addition, Sponsor will pay all other reasonable costs incurred by the University during the time period between the notification date and the termination date, which are necessary to terminate the project. Any obligation of sponsor for fellowships or postdoctoral associates shall end no later than the end of University's academic year following termination. Reimbursement for incurred costs and obligations will not exceed the total estimated project cost as shown in Clause 4.

Performance may be terminated by University upon a thirty-day advance, written notice if circumstances beyond its control preclude continuation of the project.

17. This Agreement shall be executed in English and Spanish versions. If there is any inconsistency between the English and Spanish versions, the English version shall prevail.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day

and year first written above.

SPONSOR:

KANSAS STATE UNIVERSITY:

By: Marco Zambrano  
Title: President



By: Paul R. Lowe  
Title: Associate Vice President for Research

Date: \_\_\_\_\_

Date: 6/14/2022

FEIN: \_\_\_\_\_

## **Appendix A Visiting Scholars**

### **Project Camino ULEAM Semester at Kansas State University**

#### **1. Description of Program**

The Camino ULEAM Semester at K-State Program (the “Program”) will provide Ecuadorian scholars the opportunity to observe teaching methodologies, complete professional development and increase English language proficiency level. The twelve participants will spend 18 weeks in residency at Kansas State University (K-STATE), working with leading education experts to master advanced teaching methodologies, explore the latest in technology-infused classrooms, identify sustainable strategies for reform, and discuss techniques for supporting a self-initiated, self-directed culture of excellence in Ecuador’s public education system.

#### **Programming for Scholars**

Participants in the program will receive graduate support courses that are part of the Graduate Pathway Program. The content of these courses is focused on academic English and its uses in the academic setting for on campus and external professional use. These courses are designed to strengthen their capacities to speak, read, write and communicate in English utilizing methodologies and technology to advance scholar learning.

Programming will build on participants’ experience as educators to emphasize practical applications and experiences into practice. At the culmination of the program, participants will have the opportunity to take an internationally recognized standardized English Proficiency test prior to returning to Ecuador to measure their English proficiency growth. Participants will also enhance their understanding of the cultural and social nuances of the United States as they interact with the U.S. community. Part of understanding diverse populations is to recognize the heterogeneity and plurality of identities within a collective culture to offer comprehensive academic, social, and cultural support. Nested in the theoretical grassroots of intercultural communication competence (Chen & Starosta, 1996), faculty mentors within the College of Education are intentional and respectful in their approach to help international educators navigate the unfamiliarity of U.S. culture. Social and cultural integration are prioritized in the development of a strong, supportive network that allow individuals to build the necessary skills needed to be successful in the academic environment while also celebrating the native culture that gets threaded into the educational experience.

Throughout delivery of the program, and under the facilitative guidance of COE faculty mentors, scholars will participate in various cultural activities and excursions, including visits related to the participants' field of interest, to gain a better understanding of systems and practices in the United States. These opportunities will also allow participants to apply language skills in authentic settings. All participants will be able to develop their language speaking, reading, writing, and listening skills to a graduate level standard through extensive interactions with their assigned peer faculty mentor. This process unravels the lived experiences of the participant and allows an equal exchange of information to be shared with both the individual and their peer mentor.

Included in the cost of this program for all participants are participant fees, living expenses and health insurance.

#### **1. Number of Participants and Program Dates**

**a. Number of Participants:**

1. Program held at K-STATE: 12

**b. Dates:**

1. Participants arrive in campus Sunday August 13, 2022
2. Participants return to Ecuador Saturday December 18, 2022

**2. Obligations of the Parties**

**a. K-STATE agrees to:**

1. Implement the Program consistent with the Program description above.
2. Aid all participants in their efforts to obtain a "J- 1" visa.
3. Make sure to provide the information so that health insurance coverage can be provided by their institution for each Participant for the duration of the Program.
4. Provide information, if requested, in the format agreed upon between the parties.
5. Manage and pre- and post- Program assessments.
6. Produce a newsletter for ULEAM to use to promote the Program.
7. Provide a final report of the Program by January 31, 2023, detailing the whole experience, including grades.

**b. ULEAM agrees to:**

1. Provide the information required for visa processing (name, nationality, address, DOB, etc.).
2. Make all payments described promptly at the times indicated herein.
3. Remind Participants of their obligations to comply with all laws and regulations applicable to their participation in the Program as well as all rules and policies of K-STATE.

### 3. The Budget

Camino Semester at K-State		
Cost Worksheet as of June, 2022		
Academic Experience	Special MOU Cost per Participant August 15, 2022, thru January 31, 2023	Regular Costs
College of Education	\$ 1,500.00	\$ 7,668.00
English Language Program	\$ 1,500.00	\$ 7,668.00
<b>Subtotal Academic Program Fee</b>	<b>\$ 3,000.00</b>	<b>\$ 15,336.00</b>
Other Fees:		
Campus Privilege Fee (CPF)	\$ -	\$ 465.50
Sponsored Student Fee	\$ 275.00	\$ 275.00
Rec Center Access	\$ 104.00	included in CPF
Health Center Access	\$ 180.00	included in CPF
ISSS Special Program Fee	\$ 50.00	\$ 50.00
Wildcat Affiliate ID Card	\$ 20.00	\$ 20.00
ATA Bus	free w/affiliate ID	free w/affiliate ID
Cultural Activities	\$ 147.00	\$ 147.00
Health Insurance	\$ 899.00	\$ 899.00
Proficiency Test Dec 10	\$ 225.00	\$ 225.00
Furnished Apartment \$650/month	\$ 2,600.00	\$ 2,600.00
NOTE: Original housing costs included meals at \$5775		\$ 5,775.00
<b>TOTAL COSTS:</b>	<b>\$ 7,500.00</b>	<b>\$ 25,792.50</b>

ULEAM Contribution: \$ 6,000.00  
 Student Contribution: \$ 1,500.00

**NOTE: Additional out-of-pocket expenses to cover meals and incidentals for each scholar are estimated at \$5,775.00. The total per semester cost will be \$13,275.**



#### 4. Payment Terms

- a. ULEAM payment to K-STATE for the grand total of the program costs is due no later than 30 days after the date the invoice is sent for \$6,000 plus any unpaid amounts that the scholars do not cover from their portion.

#### 5. Cancellation Policy

- a. If a Participant withdraws from the On-ground Program before arrival, but after the official list is provided by ULEAM, K-STATE will invoice for 5% of the total academic program fee or \$371.05 of the Participant to ULEAM ( $\$7500 * 5\% = 375.00$ ).
  - b. If a Participant withdraws from the On-ground Program after issuing visa documents but before arrival, K-STATE will invoice for 25% of the cost of the Participant to ULEAM ( $\$7,421 * 25\% = 1,875.00$ ).
  - c. If a Participant withdraws from the On-ground Program after arrival and before the end date of the program, K-STATE will invoice for 100% of the cost of the Participant to ULEAM (\$7,500).
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