

Memorandum of Understanding
Between Universidad Francisco Marroquin
And Norwich University

Between the undersigned Giancarlo Ibarguen in his capacity as President of Universidad Francisco Marroquin with powers of legal representation for the henceforth designated The University, on one side; and, on the other side, Richard. W. Schneider, who in his capacity as President, works in the name of and representation for Norwich University, and who for the purposes of this document will be designated Norwich; agree to sign the present document, which will be governed by the following stipulations, with prior considerations as follows.

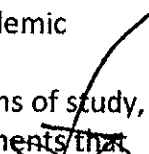
Whereas:

1. The University exists for the purpose of facilitating access to educational services, creating, developing and extending knowledge of high ethical, academic and professional content.
2. Norwich is a private, nonprofit institution of higher learning, dedicated to teaching and research. Norwich has a long history of achievement through service, by means of education to military, civilian, and public institutions and private enterprises since its founding in 1819. Norwich has among other objectives the endeavor to foster economic, social and environmental development of the countries it serves, forming leaders that promote sustainable development.
3. There exists common interest for the parties of this agreement to participate in the teaching, investigation, and fostering of managerial practices propitious for the development of the region, and, in particular, to promote the carrying out of activities that come within the purview of the field of knowledge developed by both institutions.

Pursuant to the above:

FIRST STIPULATION. Objective: Establish the basis for mutual cooperation between The University and Norwich for the carrying out of academic, educational, investigative, and training activities for cultural diffusion and extension of services within the purview of mutual interest pertaining to the objectives and functions of said parties with regard to the achievement of their goals and the reasonable utilization of their resources.

SECOND STIPULATION. Terms of Collaboration: The cooperation will be developed, without the exclusion of other possibilities, within the following actions indicated below:

1. The University and Norwich will be able to carry out the exchange of academic materials belonging to both institutions.
 2. Norwich in collaboration with The University will be able to grant programs of study, seminars and academic courses, which will be described in special agreements that
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will be incorporated into this agreement in accordance with the needs of the two institutions, whenever they may be deemed as merited.

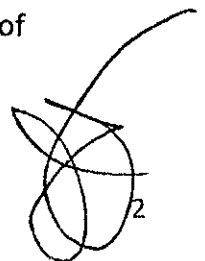
3. The University and Norwich will be able to develop training and educational exchange programs, as well as student exchanges, which will be described in special agreements that will be incorporated into this agreement according to the needs of both institutions.
4. Norwich will place at the disposition of The University its programs of study and its platforms of technological education in accordance with the agreements indicated in number 2 above.
5. Norwich will carry out when deemed convenient by The University presentations of its Master's-level academic programs and training seminars to members of The University, and will assign insofar as its resources allow partial college scholarships to members and students of The University.
6. Within the framework of the present agreement, there will be developed joint work proposals for the creation of programs of study, consulting and investigative processes with their own economic support, or with the support of other sources depending on the availability of resources.
7. Both institutions will be able to carry out activities of cultural diffusion and training as the availability of their resources allows.

THIRD STIPULATION. Additional acts: The concrete actions of collaboration that are derived from the application of the present agreement of cooperative framework will be contracted by persons duly authorized therefore, in agreement with the internal regulation of each institution.

Any such specific agreements will be an integral part of the present agreement for all goods and will be detailed in a plan that will contain: a calendar itinerary; participating academic personnel, required budgets, financing, and procedure; as well as all necessary data and necessary documents for determining their goals and scope.

In like manner, the economic responsibility for each party will be defined by the parties themselves in mutual agreement, in specific acts or agreements, prior to the development of their respective activities.

FOURTH STIPULATION. Direction and Coordination: The direction and coordination of the agreement will be under the charge of a coordinating committee formed by the President of each of the cooperating institutions, or by the person that they designate; and by the Director of External Relations, Dr. Ottavio Benfatto on the side of The Universidad, and _____ on the side of Norwich.



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FIFTH STIPULATION. Duration and Prorogation: The term of duration of the present agreement will be for two years, counted from the date of its signing. The term can be extended through an act signed by both parties prior to its expiration.

SIXTH STIPULATION. Termination: The present agreement may be concluded before its expiration by mutual agreement or by manifestation of a desire for its conclusion by one of the parties through warning in writing with no less than two-month' prior notice.

If, upon effecting the unilateral termination to which the present stipulation refers, there are specific project or work-related tasks that are pending, these will continue to be carried out until their completion, unless specified to the contrary in a stipulation that is incorporated in the documents and signed in order to contract concrete actions.

SEVENTH STIPULATION. Solution of Controversies: The parties agree to exhaust all means to resolve amicably, without lawsuits, any controversy or doubt that might arise relative to this agreement; to this end, they preferably will avail themselves of employment of alternative direct resolution of conflict.

EIGHTH STIPULATION. Use of Brands: Both institutions will establish at the beginning of each joint initiative the possible uses of the institutional image and the respective logotypes. Such uses cover research and publication projects, university internet activities, press releases, and joint ventures.

NINTH STIPULATION. Intellectual Property: The intellectual property that is derived from the endeavors carried out relative to this agreement will be subject to the applicable legal dispositions and to those specific instruments concerning which both parties agree, granting the corresponding recognition to those persons who may have intervned in the execution of such works.

The present agreement is to be signed by both parties in duplicate form of equal meaning and value, recognizing mutually their legal representation and their liable capacity.

In attestation thereof signed in the town of Northfield, Vermont, U.S.A., on the _____ day of the month of _____ in the year 2009 and in the city of Guatemala on the 14th day of the month of August in the year 2009.



Giancarlo Ibarguen

President

UNIVERSIDAD FRANCISCO MARROQUIN



Dr. Richard W. Schneider

President

NORWICH UNIVERSITY

Appendix to the Memorandum of Understanding

EXCHANGE STUDENT AGREEMENT
BETWEEN
NORWICH UNIVERSITY
AND
UNIVERSIDAD FRANCISCO MARROQUIN

August, 2009

This is an Appendix to the Memorandum of Understanding signed Aug., 2009 between Norwich University and Universidad Francisco Marroquin, Guatemala City, Guatemala. The Memorandum of Understanding together with this signed Appendix shall constitute an exchange student agreement.

Definitions

In the Agreement:

Universidad shall mean the Universidad Francisco Marroquin

Norwich shall mean Norwich University

Students shall mean those students from Universidad and Norwich admitted into the two institutions as exchange students.

This agreement outlines the reciprocal student exchange program between Norwich and the Universidad. The overall goals of the exchange programs are:

- 1) provide rigorous academic experiences for the exchange students
- 2) enrich the greater campus community
- 3) prepare students for careers working with people of various ethnicities and cultures

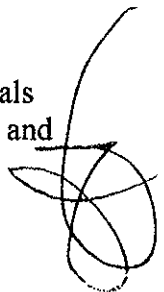
This agreement defines a one-for-one reciprocal student exchange from each university.

Academic credit earned at the host institution will be transferred to home institutions following the transfer credit policies of the home institution.

This reciprocal exchange calls for no tuition, room and board fees to be charged to the exchange student by the host institution. Students will pay tuition, room and board and any necessary fees to their home institution.

The Universidad exchange students will live at Norwich University dormitories and meals will be provided within Norwich campus dining facilities. Norwich exchange students will stay at the Universidad student exchange home where he/she will be provided room and board.

The students will be responsible for any costs of travel, accommodations, and meals while they are traveling to and from home institution. Exchange students arriving and



departing by air will be transported to the nearest convenient airport for the host institution. Arrival must be made prior to the start of academic classes and departure from host institution after completing finals exams.

Students should arrange for purchase health insurance for the period they are attending the host university. Students should provide the host institution with a document that indicates an international insurance company will cover them for their healthcare requirements during the time they are attending the host university.

A student participating in the academic exchange will be considered as enrolled in the home institution. All student outstanding financial obligations to the home institution must be paid in full prior to exchange.

Exchange Administration

Norwich and the Universidad will each identify a staff or faculty member to act as an adviser for the students of the other institution with regard to both academic and personal matters. Each institution will identify a member of its staff to coordinate all activities in relation to the contract at the partner institution. This person will at the same time act as a contact for the partner institutions.

The host institution will assist exchange students in obtaining required documentation and provide a program/campus orientation.

Both institutions will agree upon a Crisis Management Plan to be implemented in case of a medical, safety or legal emergency situation.

Students participating in the exchange will have all the privileges enjoyed by the regular students of the host institution and they will be required to conform to the same regulations and rules as the students at the host institution.

Student participation and selection

The number of students participating in the exchange from each institution should be equal overall. An unequal number of students in one semester may be balanced out in a following semester. However the imbalance should neither exceed two (2) per semester, nor reach a cumulative total of more than four (4).

The home institution will screen student applicants and may determine appropriate procedures and policies for the selection of students. Host institution will reserve the right of making final judgment on the admissibility of each student selected for the exchange.

The exchange student must have completed at least one year of continuous full time study at the home institution before the exchange year. Upon completion of the semester exchange the student must return to the home institution. Any extension of stay must be approved by both cooperating universities.



Liaison Officers

Each institution will designate an individual who will serve as liaison officer for this Agreement. The liaison officer will be responsible for coordinating the specific aspects of the program as well as advising and assisting students. The designated liaison officers for this Agreement are:

For the Universidad
Dr. Juan Carlos Cachanosky

For Norwich

Director International Programs
Programas Internacionales
Universidad Francisco Marroquin
Guatemala City, Guatemala

International Office
Norwich University
Northfield, Vermont

A change in liaison officers may be made by written notification and is not considered an Amendment of the Agreement.

Duration of agreement and termination

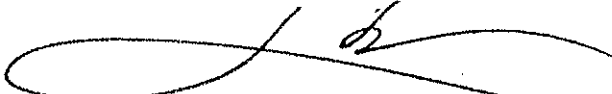
The reciprocal student exchange program between Norwich and the Universidad is an agreement subject to review after two (2) years. After the two year review, the agreement may be extended by mutual consent of the two institutions. Thereafter a regular assessment of program and partnership should occur every four (4) years. The agreement may be amended by written consent of both institutions.

The agreement may be terminated by either party with a minimum of four (4) months written notice. Activities in progress at the time of the termination of this agreement will be permitted to conclude as planned unless otherwise agreed.

In witness whereof, the parties hereto have offered their signatures:

For Universidad Francisco Marroquin

For Norwich University



Dr. Giancarlo Ibarguen

Dr. Richard W. Schneider