INTER-INSTITUTIONAL MEMORANDUM OF UNDERSTANDING BETWEEN
THE EMBASSY OF THE UNITED STATES OF AMERICA AND THE UNIVERSIDAD TECNICA
PARTICULAR DE LOJA

SECTION I
PARTICIPANTS

The present Inter-Institutional Memorandum of Understanding is made between the Public Affairs Section (PAS) of the Embassy of the United States of America, represented by Mr. Ralph Wesley Carrington, Public Affairs Officer of the said embassy, and the Universidad Técnica Particular de Loja, represented by Dr. Santiago Acosta Aide, Interim Chancellor, hereinafter referred to as “the Beneficiary”.

SECTION II
PURPOSE

The Public Affairs Section (PAS) of the Embassy of the United States of America and the Universidad Técnica Particular de Loja agree to participate jointly in the American Corners program, by means of which information on American culture and society will be disseminated; to this end, the participants assume duties and responsibilities under the conditions of this Inter-Institutional Memorandum of Understanding:

Universidad Técnica Particular de Loja will be responsible for:

1. To provide PAS with a free and satisfactory area in the Library of the Universidad Técnica Particular de Loja, on the campus of the University located on the Marcelino Champagnat Street, Octógono Building, to place the American Corner along with their printed, audiovisual and electronic collections creating a public access area to Internet connection and other activities related to the program.
2. To provide the American Corner with general maintenance at no cost for the Embassy of the United States of America.
3. To provide at least one external telephone line for American Corner’s staff use.
4. To ensure the free use and access to the American Corner, without restriction for any segment of the population. The American Corner will remain open at least twenty hours per week.
5. To provide office supplies, paper and other similar office supplies for American Corner’s routine administrative tasks.
6. To provide the American Corner with photocopying service.
7. To provide an efficient installation and maintenance service to the equipment intended to be used at the American Corner.
8. To provide the American Corner with a qualified and English proficient employee (librarian) and pay his or her salary. Said employee will be selected from the
existing staff of the Library of the Universidad Técnica Particular de Loja. The employee will perform the activities of the American Corner as part of his or her duties twenty hours per week.

- The employee will serve the public who visit the American Corner and will be the liaison between the Beneficiary and the Embassy of the United States of America.
- The employee responsible for serving at the American Corner will submit quarterly narrative and statistical reports to PAS and participate in the American Corner’s program planning.
- To ensure that the equipment and materials delivered to the American Corner remain safe in their facilities and are not scattered for any reason.
- To provide maintenance, repair and supply of equipment and materials.
- To do an annual stocktaking of all inventoriable property, books and all the materials delivered under this instrument. All missing items must be mandatorily and separately reported; and the employee will not be held financially responsible for said eventuality.

The Public Affairs Section (PAS) of the Embassy of the United States of America will be responsible for:

- To provide the American Corner with a basic collection about the United States, as well as maintain and supplement said collection. Said collection also includes DVDs, magazines, games and access to the eLibrary USA. The book collection will remain apart and distinct from the general collection belonging to the Library of the Universidad Técnica Particular de Loja.
- To provide equipment and materials such as: computers, a color printer, legal software, a television, a DVD player, furniture (shelves, a workstation, tables, chairs, among others), Kindles and other promotional material of the American Corner.
- At PAS discretion and with the guidance of the Library of the Universidad Técnica Particular de Loja, select and purchase new printed and electronic publications in order to incorporate them to the American Corner, in the topics of the Performance Plan of the Mission, including but not limited to: economics, management, American studies, American literature, politics, law and democratic societies.
- To provide the American Corner with copies of the publications produced by the Department of State for public distribution.
- PAS will designate a person who will serve as liaison between the Library of the Universidad Técnica Particular de Loja and PAS.
- According to the will of PAS and with the attendance of the Beneficiary, provide training and consultation to the employee of the American Corner. If possible, PAS will provide travel and per diem funds for the American Corner’s employee in order for him or her to attend training programs sponsored by PAS in other cities.
- To provide materials about programs and scholarships of the government of the United States of America, educational opportunities and possibilities of financial support in the United States for dissemination at the American Corner.
- Whenever possible, to conduct dissemination programs of the United States of America, cultural events and educational exchange programs in connection with the American Corner, as well as provide information about similar activities sponsored by PAS.
- The Lincoln Library belonging to PAS, will train the person in charge of the American Corner in Internet search strategies and tools to address basic research questions and assist in more substantive bibliographic researches about the United States of America.

SECTION III
DURATION

This Inter-Institutional Memorandum of Understanding will remain in effect for two years and will enter into effect on the date of the signature of this instrument, during which time could be amended according to new circumstances and interests, for which additional documents that will be annexed to the main document will be signed. After the two years period, the participants may renew this Memorandum.

SECTION IV
TERMINATION OF THE INTER-INSTITUTIONAL MEMORANDUM OF UNDERSTANDING

This Memorandum may terminate before the specified duration due to the following circumstances:

- Mutual consent of the participants.
- Breach of the obligations provided in this Memorandum.
- Termination by a participant, upon written notice, at least ninety (90) days in advance.

At the end of the two-year duration of this Memorandum, the equipment, books, furniture and audiovisual material purchased with the funds allocated for the installation of the American Corner will be donated entirely to the Beneficiary.

SECTION V
FINANCIAL PROVISIONS

The obligation of the government of the United States of America for the implementation of this Inter-Institutional Memorandum of Understanding depends on the availability of funds from which payments can be made for the purposes of this Memorandum of Understanding. There will be no legal liability for the Government of the United States of America for any payment that may arise from the implementation of this Memorandum, after the two-year period, until PAS receives the notification of availability that must be confirmed in writing by the Public Affairs Officer.
SECTION VI
SPECIAL PROVISIONS

The Beneficiary agrees to waive PAS and the Government of the United States, its officers, employees and agents from any liability or obligation of any kind, including costs and expenses due to any kind of claim, lawsuit, damages, administrative process, of any kind arising from the execution of this Memorandum.

SECTION VII
DIVERGENCES

In case of divergence between any of the terms of the English version of this Memorandum and any translation of it into another language, the meaning of the English version shall prevail.

SECTION VIII
RATIFICATION

The participants agree and ratify the understandings reached between them; and for the record, they sign this Memorandum in duplicate and both originals together shall constitute but one and the same instrument in the city of Quito on June 27, 2012.

Ralph Wesley Carrington
Public Affairs Officer
Embassy of the United States of America

Santiago Acosta
Interim Chancellor
Universidad Técnica Particular de Loja