



MEMORANDUM OF UNDERSTANDING

Between

Universidad de las Fuerzas Armadas - ESPE and

University of Louisville (UofL)

The undersigned parties to this Memorandum of Understanding are:

- **Universidad de las Fuerzas Armadas - ESPE**, legally represented by Col. C.S.M. Víctor Emilio Villavicencio Álvarez, Ph.D., in his capacity as Rector, from now on referred to as "ESPE"; and
- **University of Louisville (UofL)**, legally represented by Dr. Kathryn Cardarelli, Interim University Provost, from now on referred to as "UofL"

The purpose of this MOU is to strengthen the capabilities of both institutions by creating opportunities for the academic and professional development of their respective communities. Both institutions agree to actively and positively participate in the following initiatives:

- Coordinate and execute academic mobility programs that promote the exchange of students, faculty, and administrative staff.
- Promote mutual academic exchange for cultural and educational enrichment.
- Develop and implement joint initiatives such as academic visits, conferences, and symposia (symposiums).
- Provide input and advice on academic and research programs of mutual interest.
- Foster any other forms of cooperation that are deemed mutually beneficial.

This MOU does not bind the parties to any financial or legal commitments to each other. Specific initiatives will be initiated and implemented through formal agreements signed by both parties. Each new initiative will be considered independently and distinctly from other projects.

For each project, both institutions will designate a project administrator. Each project will be formalized under specific agreements that outline financial and non-financial arrangements, subject to approval by the highest authorities of both institutions. These agreements will serve as annexes to the corresponding projects.

This Memorandum of Understanding shall enter into force on the date of the last signature and will remain valid for three (3) years unless modified or revoked. Either party may request modification at any time upon mutual agreement of both parties. In addition, either party may terminate this agreement at any time and without cause on ninety (90) days prior written notice to the other. All communications regarding termination of this memorandum should be sent to the University of Louisville, Manager for University Global Initiatives and Programs.

ESPE agrees that it will not use the name or logos of UofL (nor the names of any employees, students, or trustees) in any advertising or publicity, including news releases and web page postings, without prior written consent of UofL. When UofL approves such use or where otherwise



applicable, ESPE agrees to work with UofL's Office of Communications and Marketing to ensure compliance with UofL's graphic identity standards and strategic planning/branding initiatives and the Office of the Provost to ensure compliance with accreditation requirements such as those of SACSCOC and ABET. Similarly, UofL will strive to protect the name and logos of ESPE.

ESPE agrees that it will not use the SACSCOC logo in any materials, websites or other communications related to this unit/program. Similarly, UofL will not use ESPE accreditation logos in any materials, websites or other communications related to this unit/program

In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

Both parties agree that any expenses, including honoraria, international and domestic travel, room and board, and all other personal expenses incurred in negotiating and organizing the collaborations discussed herein shall be the responsibility of the university that incurs the expenses, unless otherwise negotiated and agreed upon in writing prior to incurring such expenses.

Finally, the Parties agree that, should any dispute, disagreement, or claim arise from the interpretation or application of this contract or any subsequent amendments thereto, the parties will use reasonable efforts to resolve said dispute directly and amicably by negotiations through their legal representatives.

This Memorandum of Understanding is signed in English.



Kathryn Cardarelli Interim University Provost University of Louisville Louisville, Kentucky Date: 11/11/2025	Cnrl. CSMS. Victor Emilio Villavicencio A. Ph.D. Rector Universidad de las Fuerzas Armadas - ESPE Sangolquí, Ecuador Date: 22/10/2025
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