

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COOPERATIVE ACCOUNTING COMMITTEE OF SPANISH ASSOCIATION OF  
ACCOUNTING AND BUSINESS ADMINISTRATION**

**AND**

**CENTER OF EXCELLENCE IN ACCOUNTING AND REPORTING**

This Memorandum of Understanding (hereinafter referred to as the 'MOU') is made and entered to on 02 October 2009 (hereinafter referred to as 'the Effective Date')

**BETWEEN**

**COOPERATIVE ACCOUNTING COMMITTEE OF SPANISH ASSOCIATION OF ACCOUNTING AND BUSINESS ADMINISTRATION**, having its address for notification purposes of this Memorandum at Centro de Investigación en Gestión de Empresas, Departamento de Economía y Ciencias Sociales, Facultad de ADE, Edificio 7 J, Universidad Politécnica de Valencia, 46071 Valencia (hereinafter referred to as "AECA") of the one party;

**AND**

**CENTER OF EXCELLENCE IN ACCOUNTING AND REPORTING FOR CO-OPERATIVES** having its address at 330 Sobey Building, Department of Management (MMCCU), Saint Mary's University, Halifax, Nova Scotia, Canada, hereinafter referred to as "CEARC") as the other party.



*Fernando Pijo*  
*Del Fawer*

AECA of Spain and CEARC of Canada shall be collectively referred to as the "Parties" and individually as the "Party".

WHEREAS :

- A. AECA is committed to academic and practical research in accounting issues related to cooperative businesses.
- B. CEARC is a Center of Excellence in Accounting and Reporting in Co-operatives.
- C. The Parties assure each other that their co-operation is based upon mutual trust and fair performance to achieve a sustainable relationship.

NOW IT IS HEREBY UNDERSTOOD AND WITNESSED as follow:

### **ARTICLE 1 OBJECTIVE**

The Parties agree that the objective of this MOU (hereinafter referred to as "the Objective") is to set up the general principles of collaboration between both Parties, according to which the Parties may jointly identify fields of mutual interest and create opportunities to co-ordinate and compliment research efforts

### **ARTICLE 2 AREAS OF COLLABORATION**

The Parties agree to co-operate and collaborate in the areas of research activities covering the following:

- 2.1 Studies related to IASB and FASB and CICA including:



*Handwritten signatures in blue ink:*  
Antonio Pardo  
D. Havin

2.2.1 Joint statements of position whenever possible,

2.2.1 Collaboration in academic activities, and

2.2.1 Joint presentations.

## 2.2 Research and Consultancy

This involves:

2.2.1 collaboration in joint research of mutual benefit. The findings of such research will be disseminated to relevant co-operatives upon mutually conditions agreed to by both Parties; and

2.2.2 cooperation in constructing any case study for the benefit of both Parties. Any case study developed will be used in training programs of both Parties as one of the learning tools.

## 2.3 Exchange Information and Expertise

Exchange information, materials, publications, expertise and other related matters on subject of common interest which involves:

2.3.1 resource person(s) from/selected by respective Parties be invited to carry out presentations of papers in various programmes such as seminar, workshop and other knowledge-based activities as and when necessary; and

2.3.2 published materials produced by respective Parties such as journals, magazines, monographs, etc will be made accessible to both Parties. (This does not extend to library holdings whose distribution is subject to licensing agreements with third parties.)

2.4 Any other area of knowledge-based activities as determined and mutually agreed upon by both Parties.



*Antonio de  
D. Faura*

### ARTICLE 3 IMPLEMENTATION

The Parties shall work out the practical details of cooperation between both Parties and in general to ensure proper and effective implementation of this MOU subject to the existing laws and policy of either Party. The Parties shall consult each other via contact persons as determined by the respective Parties for working out the details of the responsibilities of both institutions in terms of the areas of collaboration as agreed upon in Article 2.

### ARTICLE 4 COST AND FUNDING

4.1 Each party shall be responsible for its own costs incurred in carrying out its responsibilities under this MOU, but each may choose from time to time to support an activity with a shared interest.

4.2 The Parties understand that no funding has been specifically allocated to facilitate this MOU and that continued participation in this MOU is contingent upon the availability of funds of the respective Parties involved.

4.3 Each party may, upon subsequent mutual agreement, bear some part of the expenditure regarding **Article 2** as agreed upon by both parties from time to time.

### ARTICLE 5 INTELLECTUAL PROPERTY RIGHT

Ownership of any intellectual property created in the performance of work managed under the framework established by the MOU will be determined in accordance with applicable intellectual property law and regulations and CEGEA and the CEARC procedures and practices. Nothing in this MOU shall be



*Ernesto P. ...*  
*... Hewan*

construed as a license or assignment of any rights in any intellectual property from either party to the other party.

## **ARTICLE 6 CONFIDENTIALITY**

The Parties agree to keep confidential and not disclose to any third parties, persons or individual any confidential information acquired by AECA and CEARC in connection with this MOU unless otherwise authorized in advance in writing by either Party.

## **ARTICLE 7 TERMINATION AND MODIFICATION**

7.1 This MOU shall take effect from the Effective Date and shall be valid for a period of three (3) years unless and otherwise terminated in accordance with **clause 7.2** of this MOU. This MOU may be renewed by mutual written prior agreement between the Parties before the expiry date.

7.2 This MOU may be modified by mutual determination of the Parties and may be terminated by either Party without legal effect. Either Party may terminate this MOU at any time by giving at least ninety (90) days written notice to the other Party. Any program or activity that has been approved or implemented at the time of termination of this MOU shall be allowed to proceed until its schedule completion, unless otherwise agreed upon by the Parties.



*Fernando Polo*  
*J. J. Herrer*

**ARTICLE 8  
NOTICE**

**Any notice to be given hereunder by either Party to the other may be sent by first class registered delivery paid post addressed to the address of the other Party as follows –**

**AECA:** AECA Cooperative Accounting Committee  
Coordinator  
Centro de Investigación en Gestión de Empresas  
Departamento de Economía y Ciencias Sociales  
Facultad de ADE  
Edificio 7 J  
Universidad Politécnica de Valencia  
46071 Valencia

**CEARC:** CEARC Chairman of the Board (Acting)  
330 Sobey Building  
Department of Management (MMCCU)  
Saint Mary's University  
Halifax, Nova Scotia  
Canada, B3H 3C3

The Parties hereby agree that this MOU is not meant to be conclusive or exhaustive. Instead, this MOU outlines the general understanding and the framework for mutual cooperation between the Parties and is aimed at paving the way to enter into formal Agreement/Agreements.



*Fernando Pico*  
*J. J. Hawari*

**IN WITNESS WHEREOF** the Parties have hereto set their hands the day and year first above written.

Signed by  
for and behalf of



**AECA**



.....  
**Fernando Polo-Garrido, Ph.D.**  
**Coordinator of Cooperative**  
**Accounting Committee**

Signed by  
for and behalf of

**CEARC**



.....  
**Larry Haiven, Ph.D.**  
**Chairman of the Board (Acting)**

Dated this October Day of 2<sup>th</sup>, 2009