MEMORANDUM OF AGREEMENT

Parties
The parties to this agreement are VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY, hereinafter called Virginia Tech and Universidad de San Francisco, Quito (USFQ).

Purpose
The purpose of this document is to set forth the agreements concerning the formation of a Consortium for an Architectural Studies Center to be located at the Virginia Tech Alexandria facility, 1001 Prince Street, Old Town Alexandria, Alexandria, Virginia.

Period of Agreement
The period of this agreement shall be for two calendar years. This agreement shall commence on January 1, 2004 and be in effect until December 31, 2005. This agreement can be extended by common agreement on both parties for additional yearly increments.

Virginia Tech Responsibilities
Virginia Tech assumes the responsibility for the following as a part of their acceptance of this agreement:

1. Providing faculty office areas, student studio stations, utilities and maintenance (heat, air conditioning, water, lights, and trash removal) for USFQ for academic activities within the Center.
2. Providing USFQ with reasonable access and use of total Center facilities including darkrooms, shops, library, video equipment, and computer lab.
3. Providing USFQ with reasonable secretarial support, Xerox facilities (up to 1,000 copies per term), word processor and computer time.
4. Providing USFQ basic telephone service. Long distance service by faculty or students from USFQ will be documented on the system and will be billed on a cost-reimbursable basis.
5. Providing USFQ with an option to lease for additional cost a residential unit in the Virginia Tech Foundation's apartment building at 207 S. Patrick Street. The unit will be of the one-bedroom type, nominally furnished with one off-street parking space. Utilities and basic furniture are included, but telephone service must be arranged individually by each tenant.
6. Providing USFQ students access to the University apartment building (1 space guaranteed each semester; the rest will be on a space available basis.)
Responsibilities
USFQ assumes responsibility for the following as a part of this agreement:

1. Providing Virginia Tech with payments as detailed in the schedule below for services to be rendered by Virginia Tech under this agreement. These payments shall be made payable to: Treasurer of Virginia Tech and forwarded to Denise Orden, Virginia Tech, 202 Cowgill Hall, Blacksburg, Virginia 22406-0205

2. Leasing, at its option, one unit in the Foundation's apartment building at 207 S. Patrick Street and forwarding those payments as scheduled below.

3. Providing at its option, short visits to the Center by other faculty members to take advantage of the Center's potentials.

4. Providing no more than a total of 3 students at the Center during any academic period.

5. Students and faculty coming from the USFQ will be granted J-1 visas with the inclusion of Curricular Practical Training as well as the opportunity of Post Academic Training after the educational period in accordance with all applicable J-1 visa stipulations.

Payment Schedule
Payments from USFQ to Virginia Tech under this agreement will be structured based on the number of students from the University during each semester. The sum of $10000.00 per student per semester will be assessed each semester for payment to Virginia Tech within 30 days of the following semester.

Changes
No change to the terms of this agreement shall be effective until such change is reduced to writing and duly executed by both parties to this agreement.

Execution
In witness of their acceptance of the terms of this agreement, the parties have caused this agreement to be executed by their duly authorized representative.

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

By: [Signature]
Date: 9.27.08

By: [Signature]
Date: 9.03

By: [Signature]
Date: [Signature]

USFQ