



FRAMEWORK AGREEMENT FOR COLLABORATION BETWEEN THE IBEROAMERICAN UNIVERSITY (UNIBE) AND UNIVERSIDAD DE SAN MARTÍN DE PORRES

On the one hand, The Iberoamerican University (UNIBE), a private, non-profit institution of Higher Education, with legal personality, organized in accordance with Decree of the Executive Power No. 3371 of July 12, 1982 with seat at number 129 Avenida Francia, in the city of Santo Domingo, Dominican Republic, with its RNC No. 401-052326, duly represented by its Rector, Dr. Odile Camilo Vincent, appointed to her position on September 27 of the year 2021, as stated in the act no. 01-2021-09. of the book of minutes of the Governing Council of the Iberoamerican University, of Dominican nationality, of legal age, married, identity and electoral card No. 001-1442277-7, resident in Santo Domingo, Dominican Republic, which from now on and for all purposes and consequences of this agreement will be called UNIBE.

And on the other, the Universidad de San Martín de Porres (USMP) hereinafter THE UNIVERSITY, Private Higher Education Institution, with RUC 20138149022, with address at Av. Circunvalación del Club Golf Los Incas No. 170 (Edif. More – 11th floor), Santiago de Surco District - Lima, province and department of Lima, duly represented by its President of the Board of Directors, ING. JOSÉ ANTONIO CHANG ESCOBEDO, identified with DNI: N° 07250288.

EXPOSE

1. That both entities have common objectives and interests.
2. That in order to contribute to the economic and social improvement of the country, it is of fundamental importance that inter-institutional cooperation relations be established.
3. That universities are institutions called, by reason of essence, purpose and objectives, to establish ways of cooperation that promote the integral development of society.
4. That, for all of the above, the two institutions consider it convenient to increase their relationship, establishing specific instruments for this.

And, for this purpose, they decide to sign a cooperation agreement in accordance with the following clauses:



CLAUSES

1. PURPOSE OF THE COOPERATION AGREEMENT.

Both institutions will promote the exchange of experiences and personnel in the fields of teaching, research and culture in general, within those areas in which both have manifest interest.

2. MODALITIES OF COLLABORATION.

In order to satisfy the objectives defined in the previous clause, both parties undertake, to the extent of the means available to them and in accordance with the regulations of each institution, to:

- Promote the exchange for a limited time of students, professors and researchers.
- Include the other party in the UNIBE Internship Program.
- Promote joint programs of community service and social responsibility.
- Encourage participation in bilateral and multilateral research and development projects and programs.
- Cooperate in continuing education programs, training and training of research and technical personnel.
- Make available the professional services and/or infrastructure offered by UNIBE through its different units, in accordance with the policies established for such purposes, applying a discount for the benefit of the other party.
- Share information and available teaching and research materials, under the guidelines of each institution.
- Collaborate in any other activities that are considered of mutual interest, within the availability of the parties and the activities that constitute the object of this agreement.

2.1 The execution and implementation of each modality will be defined between the parties through specific agreements.

3. ESTABLISHMENT OF THE COOPERATION.

The execution of the modalities of cooperation provided for in this agreement will be the subject of a program prepared jointly between both entities, which will provide the necessary resources for its proper implementation.

The two entities will periodically carry out a balance of the actions carried out or in progress and will prepare a report that will be communicated to the corresponding instances.



3.1 The execution of this agreement will be in charge of

by UNIBE

| | |
|--|--------------------------|
| Name | Francisco Garcia Alvarez |
| Post | director |
| Department | Civil Engineering School |
| Email | f.garcia4@unibe.edu.do |
| Phone | 809-722-4017 |
| Projects to carry out: (description and schedule) | To define later |

On the other hand)

| | |
|--|--|
| Name | Dr. LUIS CARDENAS LUCERO |
| Post | DEAN |
| Department | SCHOOL OF ENGINEERING AND ARCHITECTURE |
| Email | lcardenasl@usmp.pe |
| Phone | (51) - 2086000 |
| Projects to carry out: (description and schedule) | To be defined with the School of Civil Engineering |

4. FINANCING.

The two institutions, based on fair reciprocity, will define the financing mechanisms for the initiatives to be executed within the framework of this agreement.

5. MEANING OF THE AGREEMENT.

The signing of this Agreement does not create an association or company or any other similar legal figure, therefore each entity is responsible for the acts and obligations derived from this act, as agreed therein. It constitutes a declaration of intent, whose purpose is to promote authentic relationships of mutual benefit in terms of academic



collaboration and integral human development articulated to the common good. Therefore, this Agreement does not grant capacity to any of THE PARTIES to represent the other in any context, nor does it grant the right to one of them to commit the other or incur debts or obligations on behalf of the other, except by prior agreement. , written and signed by the highest bodies of each of them. Likewise, it does not involve a labor agreement or the creation of a joint venture,

6. EQUITY AND GOOD FAITH.

The Parties agree to act in good faith regarding the rights of both parties under this agreement and to adopt all reasonable measures to ensure compliance with its objectives.

7. AMENDMENTS AND MODIFICATIONS.

The terms of this Cooperation Agreement may be modified by mutual consent between THE PARTIES, through an Addendum. For these purposes, THE PARTIES or the interested Party must (á) notify the other party in writing requesting their approval, with a period of sixty (60) days in advance, and said modification cannot interrupt the projects in execution under the approved terms. .

8. SETTLEMENT OF DISPUTES.

The parties agree to exhaust all means to resolve amicably, without litigation, any dispute or doubt that may arise as a result of this agreement, for this purpose, they will preferably resort to the use of alternative dispute resolution mechanisms. For everything not provided for in this Agreement, the parties refer to Dominican common law.

9. DURATION.

The agreement signed here will be valid for a minimum of five (5) years from the date of signing, after which it will be automatically renewed, unless terminated by one of the parties in writing.

10. THE PARTIES agree that they will not use without prior written consent, the name, sign, logo or any trade name or trademark of them or of entities related to them, in any publicity or communications to the public, in any format, except when necessary to carry out the services covered by this contract or when expressly authorized by the corresponding party.



11. CONFIDENTIALITY.

Both Parties agree to rigorously store any information related to technical, commercial, financial or operational matters that they receive from their counterparty during the term of this Agreement, pledging not to disclose or use such information without the express written consent of the counterparty. from the time of delivery of the information and up to two (2) years after, counted from the initial disclosure or disclosure of that Information, remaining in force notwithstanding the termination of this Agreement

12. INTELLECTUAL PROPERTY

THE PARTS They agree that the publications, as well as the co-productions and the dissemination of the object of this instrument, will be carried out by mutual agreement, stipulating that they will enjoy each of the rights granted by both the laws on intellectual property rights, which includes the right to author and industrial property both in the Dominican Republic and abroad.

Likewise, they expressly agree that the works derived from the execution of this agreement that are susceptible to intellectual protection, will correspond to the part whose personnel have carried out the work object of protection, giving due recognition to those who have intervened in the realization. of the same.

13. DISCREPANCIES.

The resolution of possible controversies inherent to the interpretation and execution of this agreement, will be transferred to an arbitration commission formed by the signatories of the agreement or persons in whom they delegate.

And, in proof of compliance with the foregoing, they sign this document in duplicate, in Santo Domingo on the two (2) day of the month of March of the year 2022



Universidad Iberoamericana
Dra. Odile Camilo Vincent
RECTORA



Universidad de San Martín de Porres
Ing. JOSÉ ANTONIO CHANG ESCOBEDO
Presidente de Consejo Directivo

