Between the undersigned, as follows: **CLAUDIA ELIZABETH TOLOZA MARTINEZ**, of age, identified with citizenship identity card No. 60.328.890, issued in Cúcuta (Norte de Santander), duly authorized for this purpose in his condition of **RECTORA** and Legal Representative appointed by agreement No. 039 of July 10, 2015, emanated from the University Superior Council of the **UNIVERSIDAD FRANCISCO DE PAULA SANTANDER**, being an Official Autonomous University entity of departamental order, with Legal Personality recognized by Resolution Nº 20 of September 19, 1962, by the Governor of Norte de Santander, (Colombia), recognized as a matter of Official Sectional University by law 67 1968 issued by the Congress of the Republic of Colombia, formalized as an institution of higher education in the departmental order by Decree No. 323 of May 13, 1970 issued by the Governor of the Department of Norte de Santander (Colombia), with NIT No. 890.500.622-6, domiciled at Av. Gran Colombia No. 12E-96 Colsag in the city of Cúcuta, Norte de Santander - Colombia, and for the purposes of this agreement it shall be called **UFPS**  and the other  **(INCLUDE NAME OF THE LEGAL REPRESENTATIVE AUTHORIZED OR EMPOWERED FOR THE SUSCRIPTION OF THE AGREEMENT; IDENTIFICATION NUMBER; ADMINISTRATIVE ACT OF APPOINTMENT OF THE POSITION IT OCUPPIES; ADMINISTRATIVE ACTS OF CREATION OR FUNCTIONING LICENSE OF THE INSTITUTION; MAIL ADDRESS)**, which for the purposes of this agreement will be called **“NAME OR ACRONYM OF THE FOREIGN INSTITUTION”** and,

**W H E R E A S,**

That the parties share academic and cultural interests, and among their interests, they include the establishment of actions that allow the development of academic, cultural and scientific activities of inter-agency cooperation that contribute to institutional development.

**THE PARTIES AGREE,**

To sign the present Cooperation Framework Agreement between the **UFPS** and **INCLUDE THE FOREIGN INSTITUTION,** this will abide to the following clauses.

**C L A U S E S:**

**FIRST: PURPOSE**

To establish the basis and mechanisms of collaboration to maximize the use of its human, material and financial resources in the development of activities of interest and mutual benefit.

**SECOND: JOINT OBLIGATIONS**

For the due fulfillment of the purpose of the present agreement, the actions of cooperation shall be as follows:

1. Mobility of teachers and researchers;

2. Mobility of undergraduate and graduate students;

3. Education, training and improvement of teaching and research staff;

4. Integral development of joint research projects on topics of common interest to centers and research groups;

5. Promote the creation of collaborative networks in general lines of application of knowledge;

6. Exchange, co-edit, publish and disseminate information, publications and other educational materials of common interest;

7. Develop programs that promote academic internationalization of both institutions;

8. Organize courses, conferences, symposia, and programs of training and updating, among others that are of interest and academic, scientific, and cultural benefit;

9. Other agreed cooperation activities that promote the implementation of the agreement.

**THIRD: SPECIFIC AGREEMENTS**

The implementation of this Agreement will be through programs or projects approved by the parties, the nature and respective obligations will be defined in specific agreements duly perfected and will become an integral part of this.

The Specific Agreements must be made in writing and describe accurately the following:

1. Description of the object or project to be carried out.

2. Duration of the program or project.

3. Place of execution of the object of the agreement or project.

4. Designation of responsible persons and participants, liaisons and coordinators.

5. Determination of financial, technical and material resources, expected to cover the related costs and form of administration.

6. Dissemination of results.

7. Evaluation and monitoring.

8. Other aspects of establishing purpose and scope.

**FOURTH: COMMUNICATIONS BETWEEN THE PARTIES**

Communications regarding all purposes under this Framework Agreement and subsequent Specific Agreements that develop it, should be sent to those addresses and / or through the following email addresses: rectoria@ufps.edu.co by Universidad Francisco de Paula Santander, and **EMAIL ADDRESS OF THE FOREIGN INSTITUTION** by the **NAME OF THE FOREIGN INSTITUTION**.

**FIFTH: FINANCIAL CONDITIONS**

Each program or project must contain specifications of financial commitments, since the Agreement does not imply any financial commitment for the parties.

If the program or project is likely to generate economic outcomes, the participation of the parties must be established.

The parties agree to seek jointly or separately, with funding agencies, sufficient resources to finance the activities referred to in the event that the necessary resources cannot be provided wholly or partially by them.

**SIXTH: RECOGNITION**

For joint study programs or student mobility, the parties will establish the form of recognition of studies in accordance with current regulations for each of the parties.

In any case, the parties shall comply with and enforce the laws on education, migration and immigration, in each country.

**SEVENTH: MONITORING AND EVALUATION COMMISSION**

Within thirty (30) calendar days subsequent to the signing of the present Agreement, it shall appoint a Commission or person responsible for the monitoring, evaluation and compliance, which will act as Coordinator and evaluator of the activities to be developed. Who will develop an annual management report and will resolve any doubts arising in connection with the interpretation and compliance.

**EIGTH: LABOR RELATIONS**

The parties agree that staff commissioned to carry out the present Framework Agreement, will report exclusively with its employer, and each one of them will be responsible for this concept. In no case, it will be considered any supportive employers or substitutes.

**NINETH: CONFIDENTIALITY**

The parties agree to maintain confidentiality with respect to the information, documentation and activities subject to this Agreement, as well as not to use it for purposes other than those described here in, in cases deemed necessary or which expressly communicate.

**TENTH: INTELLECTUAL PROPERTY**

Intellectual property resulting from the development work carried out in this Framework Agreement shall be subject to the laws and specific instruments applicable to the particular set in the Specific Agreements. Laws that have to respect the rights granted by both: laws of copyright, industrial property and intellectual property in **Country of Foreign Institution** and the Republic of Colombia.

In order to protect existing works resulting from the implementation of this Framework Agreement or the Specific Agreements, they correspond to the party whose personnel have done them and has to give recognition to those who have been involved in its realization.

It is expressly understood that the parties, may use in their academic work, the results of the activities covered by this instrument.

**ELEVENTH: TERM, DURATION, RENEWAL AND MODIFICATIONS**

The term of this Agreement shall be five (5) years from the date of signature. This agreement, when due, it shall be automatically renewed for a similar period, unless either party gives written notice to the other of its desire to terminate.

This Agreement may be amended by mutual agreement between the parties by signing an amendment agreement.

**TWELFTH: EARLY TERMINATION.**

This Agreement may be terminated by written notice and sixty (60) days in advance, when one of the parties submits to the other, without prejudice to the work that is being developed to date, which shall continue until its full completion unless otherwise mutually agreed. For this purpose, activities shall be agreed and must proceed to formalize the relevant Convention.

**THIRTEENTH: CIVIL LIABILITY.**

It is expressly agreed that the parties shall be exempt from liability for damages that may arise in the event of total or partial breach of this Agreement, as a result of unforeseeable circumstances or force majeure, meaning this particularly natural disasters, national shock or war or any event, present or future that is beyond the control of the will, which is unforeseeable or that even anticipating it cannot be avoided.

In such cases, the parties agree on the review of progress of the work to establish the basis of its termination, seeking always to safeguard the interests of the same and, if necessary, sign the respective document.

**FOURTEENTH: INTERPRETATIONS AND SETTLEMENT OF DISPUTES.**

The parties, based on good will as the fundamental basis of this Framework Agreement, in case of disputes arising from it, will solve directly and perform all actions within its power, that are inherent to their compliance through dialogue between them in the first instance by the Commission for Monitoring and Evaluation, the persons whom the parties nominate or in the last case, directly from the directors of both institutions. Failure to reach an agreement it will be subject to the principles of international law.

Having read this Agreement and "PARTIES" aware of its content and legal scope, signed four (4) copies, two in English and two in Spanish, each of which shall be considered as original.

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| BY UNIVERSIDAD FRANCISCO DE PAULA SANTANDER  **Dra. CLAUDIA ELIZABETH TOLOZA MARTÍNEZ**  RECTORA  San José de Cúcuta, Colombia.  Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  LEGAL REVIEW  CHEIF LEGAL OFFICE – UFPS | BY **NAME OF FOREIGN INSTITUTION**    **NAME OF LEGAL REPRESENTATIVE AUTHORIZED OR EMPOWERED TO SIGN THE AGREEMENT**  **TITLE**  City, Country.  Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |