



**FRAMEWORK COLLABORATION AGREEMENT BETWEEN
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
AND
UNIVERSIDAD CATÓLICA ANDRÉS BELLO (UCAB)**

ASSEMBLED

On one side, the **full name, type of institution and legal documents that support its legitimacy**; represented herein by its President, **name, nationality, occupation, domicile, ID number, data that demonstrate its legal capacity to commit the institution**. The **name of institution** hereinafter will be referred as THE UNIVERSITY. And on the other, THE UNIVERSIDAD CATOLICA ANDRES BELLO, a nonprofit institution of higher education, authorized by the Venezuelan State through Decree number 42 published on October 19, 1953; and which Organic Statute was formalized at the Subordinate Office of the Registration First Circuit from Libertador Department of the Federal District on December 12, 1973, under number 27, page 204 of the First Protocol, Volume 30; taking as the last reform, that which was registered at the Subordinate Office from the Registration First Circuit of the Libertador Municipality at the Capital District, on March 30, 2011, under number 50, Folio 269, Volume 13 from the Transcripts Protocol; with Tax Information Registration (RIF) Number J-00012255-5; represented herein by its President, FRANCISCO JOSÉ VIRTUOSO ARRIETA sj, Venezuelan, adult, priest of the Society of Jesus, domiciled in the City of Caracas (Venezuela), carrier of the Identity Card Number V-5542096, as evidenced on folio 85 of the Book of Nomination and Inauguration of Academic Authorities Number II, dated on September 23, 2010, leading the Universidad Católica Andrés Bello and empowered to hold this act under Article 25 paragraph 15 and Article 26 of the Organic Statute identified supra. The Universidad Católica Andrés Bello hereinafter will be referred as UCAB; and,

Their respective representatives in mutual recognition of their sufficient capacity to formalize the present agreement,

EXPOSE

That THE UNIVERSITY aims to **describe the purpose of the institution to justify this agreement**.

That UCAB is a private and non-profit Higher Education Institution whose mission is to accelerate the process of national development, raising awareness of its problems and promoting the will for permanent improvement; and, for that reason, UCAB grants special importance to the education of human resources in particular the youth, in order to achieve the development of each and every person.

For the above mentioned reasons the signatory parties consider of higher interest to subscribe a framework agreement which defines the broad outline of collaboration and which will support concrete actions, as estipulated below.

PROVISIONS

1. OBJECT

The object of the present agreement is to formalize a collaboration framework between THE UNIVERSITY and UCAB in order to develop all those actions and activities of interest for both parties regarding the following guidelines:

- a) Joint implementation of activities such as conferences, symposiums, seminars awards, etc., which because of their content may result of interest for both parties.
- b) Joint development of specific courses to be offered in different institutions supported by, if necessary, online education systems.
- c) Joint development of research papers related to their respective professional activities.
- d) Faculty exchange as well as exchange of publications of mutual interest.
- e) Exchange of students enrolled in any of both institutions.
- f) Application of special financial conditions that will involve discounts which will be specified on the specific agreements, for our alumni in the tuition concerning postgraduate studies and extension programs.
- g) Collaboration in any other field which may be established in mutual agreement among the signatories parties of the present framework agreement

2. DEVELOPMENT

The parties will determine and regulate the concrete activities of collaboration programmed for the development of the present Agreement in further detail through specific agreements or addendums. The following aspects, among others, will be specified on these specific agreements:

- a) Actions to be developed
- b) Description of the work plan
- c) Determination of the parties' commitments
- d) Financing of actions

3. MONITORING

To monitor the development of this Agreement the parties agree to appoint a committee composed of at least four people representing each of the institutions, integrated initially as follows. On behalf of THE UNIVERSITY: ***the director or responsible of international relations***. By UCAB: Professor Lizbeth Sanchez-Meneses Director of the Secretariat of International Relations. This committee will be responsible for:

- a) Develop proposals for concrete action.
- b) Present these proposals to the competent bodies of each entity for approval.
- c) Elaborate the documents for these specific agreements.
- d) To plan, monitor and evaluate the activities carried out under this Agreement.
- e) To perform technical supervision, as well as monitoring and control activities of the planned actions, programs and/or specific agreements.
- f) Any other action under the framework of the objectives pursued by this Agreement.

4. TERM AND TERMINATION

This agreement will be effective as of the date of its signing and will be valid for a period of two (2) years, tacitly extended for periods of the same duration unless otherwise stated by any of the parts within at least a two month period, previous notification prior to the expiration of the agreement or any of its extensions.

This Agreement shall remain effective from the date of signature, for a period of two years, renewable automatically for similar periods if there is no previous report of either party, communicated by written notice to the other party at least two months before the date of expiration of the initial term or any renewal thereof.

The Agreement may be terminated for the following reasons:

- a) Failure to fulfill the object of this Agreement.
- b) Breach of the expiration date or its extension.
- c) Supervening impossibility for compliance.
- d) Agreement of the parties hereto.

Reasoned complaint of any party based on breach of the parties obligations thereunder.

In any event of early termination, the parties agree to terminate the ongoing activities arising from the specific agreements in accordance with the terms agreed on them.

5. FUNDING

This framework agreement does not involve financial commitments for the signatories.

For all actions that require funding for implementation, the corresponding budget should be prepared and submitted for approval by the competent bodies of each entity.

6. PROMOTION OF ACTIONS

All actions for implementing this Framework Agreement shall provide specific mention of the cooperation of the parties. The name and logo of the two entities shall be included in all elements of promotion and dissemination (press inserts, brochures, communications, etc.) and in all documentation produced.

To this end, the parties shall provide the graphics and image for your corporate identity, which can only be used for this sole purpose, and may not be used by any party outside the scope of the collaboration actions developed under this Agreement.

7. CONFIDENTIALITY

The parties agree not to use or disclose for purposes other than those arising from the collaboration established under this Convention any document or other information exchanged during the implementation of activities, presentations and meetings, as well as techniques, processes, or any results, study or analysis obtained as a result of that relationship.

The obligations in this clause shall survive after completion of the partnership, unless express consent of the owner of such information.

8 PROHIBITION OF ASIGNMENT

The parties agree that this Agreement shall not be transferred under any circumstances, based on the interest of the parties regarding the development of the objectives presented on this Agreement.

9. LEGAL TERMS AND RESOLUTION OF CONTROVERSIES

This Agreement shall be governed by its own rules and any dispute that may arise regarding their performance will be resolved by agreement between the parties. If no agreement is reached, the parties will submit to arbitration through a panel set up by mutual agreement to adjudicate the dispute that could arise between them, always trying to reach a friendly settlement under the principle of equity and justice.

In witness whereof, the parties sign in duplicate this document, being one of them held by each of the parties, the *day* of *month* of two thousand *xxxxx*:

By THE UNIVERSITY

By UCAB

Name
Position

Francisco J. Virtuoso, s.j.
Rector