**FRAMEWORK AGREEMENT ON COOPERATION SIGNED BY**

XXXXXXXXXXXXXXXXXX AND **UNIVERSIDAD PEDAGÓGICA NACIONAL**

Between **XXXXXXXXXXXXXXXXXX**, identified by ID No. **XXXXX** of **XXXX**, acting on behalf of and legally representing **XXXXXXXXXXXXXXXXX**, tax identification no. **XXXXX**, with headquarters in **XXXXX**, henceforth called **XXX**; and **LEONARDO FABIO MARTÍNEZ PÉREZ**, identified by ID No. 80.229.991 of Bogotá, acting on behalf of and legally representing Rector of **UNIVERSIDAD PEDAGÓGICA NACIONAL**, NIT (tax identification number) 899999124–4, designated by Superior Council Agreement No. 022 of 2018, Record of Positioning No. 0238 of 2018, with headquarters in Calle 72 No. 11-86, Bogotá D.C., Colombia, henceforth called UPN, we agree on signing this Framework Agreement on Cooperation, in accordance with the following

**CONSIDERATIONS**

That **XXXXXX** is a XXXXX.

That **UPN** is a national state-financed university institution, created by Legislative Decree No. 0197 of February 1, 1955. UPN is organized as an autonomous university entity, with a special tax regime. UPN acts as an entity linked to the National Education Ministry with regards to the definition of policies related to the training and perfecting of teachers. Its principal mission is to train students, teachers, education professionals and other education agents wo are in the service of the Colombian nation and the world, at all levels and modalities of the education system and for all the population, respecting the multiple manifestations of diversity.

According to the aforementioned, the Parties agree on signing the present Agreement of Cooperation ruled by the following

**CLÁUSES**

**CLAUSE ONE. - PURPOSE:** To foster mutual collaboration for XXXXX XXXXXXX XXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

**CLAUSE TWO. – TERMS OF COLLABORATION:** Subject to the norms and regulations existing in each one, **XXXXX** and UPN will join efforts to achieve the following types of collaboration:

1. Joint organization of academic and cultural events
2. Joint participation in and exchange of social and extension activities
3. Implementation of activities on topics related to the nature of the Parties
4. Implementation of educational internships and joint research projects based on the topics of interest that will be developed through Specific Agreements.
5. Joint publishing of research studies, books, journals or any other scientific, educational or pedagogical material that will be developed through Special Agreements.
6. Recognition of the authorship or co-authorship of the products resulting from the activities developed within the framework of this Agreement.
7. Joint efforts to carry out this Agreement
8. Other forms of collaboration that may suit the Parties of the present Agreement and which are an outcome of it.

**CLAUSE THREE. – WORK PROGRAMME:** The conditions for the execution of the cooperation activities considered in this Agreement will be described in Specific Agreements that must be approved and signed by **XXXXXXXXXXX** and the Rector of **UPN**. These Specific Agreements must respect the academic and administrative as well as the legal requirements of both Parties.

**CLAUSE FOUR. – FOLLOW-UP COMMITTEE:** This Agreement will be coordinated by (title) **XXXXX** of **XXXXX** and (title) **XXXXX** of **UPN**.

**PARAGRAPH.** The follow-up committee for this Agreement will have the following function, among others: to elaborate the Annual Work Plan for the following term, which will specify the activities to be carried out, a chronogram and its achievements.

With the aim of verifying and coordinating the activities planned in the Annual Work Plan as well as of elaborating the necessary reports, the Coordinators of the Agreement will have direct or on-line meetings to agree on follow-up mechanisms, to prepare whatever may be necessary to carry out the Annual Work Plan, and to elaborate and present the respective reports.

**CLAUSE FIVE. – COMMUNICATION AND NOTIFICATIONS:** All communications and notifications will be sent to the following addresses:

At XXXXXXXXX:

XXXXXXXXXXXX

Address: XXXXXXX

Phone: XXXXXXXX

E-mail address: XXXXXXXXXXXXXXXXX

At UPN:

XXXXXXXXXXXXXXXX

Address: Calle 72 No. 11–86, Bogotá, Colombia

Phone: 5941894 ext. XXX

E-mail address: xxxx@pedagogica.edu.co

**CLAUSE SIX. – INTELLECTUAL PROPERTY:** The intellectual-property rights will be shared, “in accordance with what will be stipulated in the respective specific agreement”, taking into account that each specific agreement will define the proportional distribution of these rights.

**CLAUSE SEVEN. – NON-EXISTENCE OF A LABOUR RELATIONSHIP:** During its development this Agreement of Cooperation does not imply a labour relationship between the Parties nor between the Parties and third parties.

**CLAUSE EIGHT. - EXCLUSIVITY:** The present Agreement does not restrict the Parties from signing similar Agreements with other institutions.

**CLAUSE NINE. - CESSIÓN:** This Agreement must not be ceded totally or partially to a third party, except there be a written authorization agreed upon by the Parties.

**CLAUSE TEN. - INDEMNITY:** The Parties will be obliged to maintain mutual indemnity and to remain free of any harm that may be caused by complaints of third parties and that may be the result of their actions or of those caused by subcontractors or employees during the development of the Agreement.

**CLAUSE ELEVEN. - DURATION:** The duration of the present Agreement will be five (5) years from the date of perfecting the Agreement. It may be renewed before the termination date on mutual agreement of both Parties and by a written agreement signed by the legal representatives of the Parties.

**CLAUSE TWELVE. - TERMINATION:** El presente Convenio finalizará al vencimiento del plazo inicialmente pactado o de sus prórrogas. De igual manera se podrá por terminado anticipadamente de común acuerdo entre las partes, mediante la elaboración conjunta del Acta de Terminación, que contenga la fecha de terminación del Convenio.

**CLAUSE THIRTEEN. -** **CONFLICT RESOLUTION:** The Parties agree that in case of any difference or controversy related to this Agreement, they will resort to any of the following alternative methods for conflict resolution: transaction, direct arrangement, mediation, friendly composition and conciliation.

**CLAUSE FOURTEEN. - PERFECTIONING:** After reading the present Agreement, accepting that there is no harm to the universities’ budgets and after understanding the content and scope of each clause, it will be perfected by the signatures of the legal representatives in two equal counterparts and to one sole effect.

XXXXXX (place), date

For **XXXXXXX: XXXXXXXXXXXXXXXXXXXXXXXXXXX**

XXXXXXXXX

For **UPN:** **LEONARDO FABIO MARTÍNEZ PÉREZ**

Rector