

**FRAMEWORK AGREEMENT FOR INSTITUTIONAL COLLABORATION BETWEEN
THE PRIVATE HIGHER TECHNOLOGICAL INSTITUTE FOR CONSTRUCTION-
CAPECO AND THE UNIVERSIDAD DE SAN MARTÍN DE PORRES**

This document confirms the Institutional Collaboration agreement entered into, on the one hand, by the Universidad de San Martín de Porres, with address at Av. Circunvalación del Club Golf Los Incas No. 170 – 11th Floor, Santiago de Surco, province and department of Lima, duly represented by its Chancellor, Eng. Raúl Eduardo Bao García, identified with DNI No. 10000954, who will hereinafter be referred to simply as THE UNIVERSITY; and, on the other hand, the CAPECO Private Higher Technological Institute of Construction, with RUC. No. 20220191711, duly represented by its General Manager, Mr. Ricardo Campodónico Gómez Sánchez, identified with DNI. No. 10867897, with address at Av. Paseo de la República No. 571, 1st. Piso, district of La Victoria, Province and Department of Lima, who will hereinafter be called THE INSTITUTE.



FIRST CLAUSE: OF THE PARTS

USMP is an organized educational institution, with legal status under private law, dedicated to the training of competitive professionals with solid humanistic, ethical and moral values. Likewise, it contributes to the promotion, development and diffusion of science, technology and culture. It projects its action to the community, promoting the construction of a modern, just and equitable society. Its institutional culture is: respect for the person; search for the truth; integrity (honesty, fairness, justice, solidarity and service vocation); pursuit of excellence; leadership (academic, technological and others); innovative and enterprising attitude; environmental Conservation; teamwork; effective communication and commitment to the development of the country.

THE PRIVATE HIGHER TECHNOLOGICAL INSTITUTE OF CONSTRUCTION – CAPECO

(Peruvian Chamber of Construction), was created by RM N°0738-93-ED on October 20, 1993, is a legal institution, whose purposes are training and professional, technical and occupational training, as well as cultural dissemination. and technological scientific research.

SECOND: LEGAL BASE

This agreement is based on the following legal provisions:

- Political Constitution of Peru
- Civil Code of the Republic of Peru
- Law No. 27444, General Administrative Procedure Law
- Law No. 30220, University Law.
- Law No. 28245, Framework Law of the National Environmental Management System

THIRD: OBJECT OF THE AGREEMENT

The object of this agreement is the establishment of the bases of inter-institutional cooperation that allow the coordination and execution of joint actions in order to contribute to the achievement of the educational objectives of THE UNIVERSITY AND THE INSTITUTE in an environment of cooperation, education, study, research , culture, technology and prioritizing as its main beneficiaries the members of the academic community (teachers, administrative staff and, mainly, students) of THE UNIVERSITY AND THE INSTITUTE, and finally the community as a whole.

QUARTER: COMMITMENTS OF THE PARTIES

The purpose of this agreement will be developed through the following joint activities:

1. Establish basic guidelines for inter-institutional cooperation, in order to implement between THE UNIVERSITY AND THE INSTITUTE a program in which graduates and/or graduates of THE INSTITUTE can access the Faculty of Engineering and Architecture of THE UNIVERSITY, to opt for the Bachelor's Academic degree and University Professional Degree in Civil Engineering or Architecture, within the current legal framework of University Law 30220.
2. Collaborate among teachers in education, research and social projection activities.
3. Collaborate in the use of laboratories for professional training and the development of scientific and technological research activities
4. Collaborate in research activities in lines of common interest and that also contribute to economic and social development in our fields of action.



FIFTH: OF THE SPECIFIC AGREEMENTS.

For the execution of the activities, the parties must sign a Specific Agreement, duly signed by the parties; that contains the specific cooperation proposals that will be developed for the fulfillment of the purposes of the agreement; said Specific Agreements must submit the following information:

- Project description.
- Names of the managers and participants of each institution.
- Duration of the project or activity

SIXTH: INTERINSTITUTIONAL COORDINATION

With the purpose of achieving an effective execution of this Agreement, the parties will carry out a permanent coordination, verification and supervision through their officials in charge, designating as coordinators:

By THE USMP: The Faculty of Engineering and Architecture

By CAPECO: The Academic Direction

SEVENTH: EMPLOYMENT RELATIONSHIP

In all the actions derived from this agreement, the parties agree that the personnel of each institution that is commissioned for the joint performance of each action will continue in an absolute manner under the direction and dependency of the institution with which they have established their labor relationship, regardless to be providing other services outside of it, or in the facilities of the institution to which he was commissioned.

EIGHTH: LIMITATIONS AND LIABILITY

Both parties undertake to provide each other with the necessary information to fulfill the objectives of this Agreement and agree to mutually agree and in good faith on restitution in eventual cases of deterioration, damage or

Rectorship

“More” Building, “Golf”

Tower Av. Circunvalación del Club Golf Los Incas

Nº 170 Floor 9 and 11, Santiago de Surco, Lima

– Peru



loss of goods and properties produced as a consequence of the execution thereof.

NINTH: OF CIVIL LIABILITY

It is expressly established that the parties will not have civil liability for damages that may be caused, as a result of an act of God or force majeure, and particularly in the event of a stoppage of academic or administrative work.

TENTH: CONFIDENTIALITY

The parties agree to maintain strict confidentiality and reserve regarding any information to which you have access.

ELEVENTH: OF MODIFICATIONS AND/OR EXTENSIONS

The Parties by mutual agreement may review the scope of the agreement and make modifications and/or extensions of the terms they deem appropriate, which will be included in the corresponding addendums, which are an integral part of this document.

TWELFTH: OF THE PUBLICITY OF THE AGREEMENT

The parties by mutual agreement authorize each other to use their names and distinctive signs during the term of this agreement, solely for the purpose of publicizing it, or the activities that will be carried out under this agreement and for informational purposes only.

THIRTEENTH: FINANCING

The signing of this Agreement does not imply or imply transfer of resources or payment of any consideration between THE PARTIES.

Each party will independently assume the expenses required by the execution of this Agreement according to its budgetary availability and will be subject to the restrictions established in the current laws on the matter.

This Agreement does not commit any expense to the parties, and the obligations assumed by each of the parties in the Specific Agreements will be duly financed by each institution in the part that corresponds to it.



FOURTEENTH: RESOLUTION OF AGREEMENT

This Agreement may be terminated by any of the parties, sufficient for this to be a written communication addressed to the address indicated in the introduction of this document, with an anticipation of not less than thirty (30) calendar days, to the date on which it will be without effect.

Notwithstanding the provisions, the following constitute grounds for termination of this agreement:

- Breach of the obligations assumed by any of the parties
- By mutual agreement

The activities started and running will continue until the predetermined deadline is met.

"This Agreement may be terminated by any of the parties, for which a written communication addressed to the address indicated in the introduction of this document is sufficient, with an anticipation of not less than thirty (30) calendar days, from the date on which it will be terminated. without effect".

FIFTEENTH: SETTLEMENT OF DISPUTES AND JURISDICTION

Any matter not expressly provided for in this specific agreement or any discrepancy regarding its application or interpretation, will seek to be resolved by direct understanding between the parties based on rules of good faith and common intention of the parties, seeking for this purpose the maximum collaboration for the solution of the differences, otherwise, they will be submitted to an arbitration of law in charge of an Arbitration Court of the Chamber of Commerce of Lima.

SIXTEENTH: OF THE ADDRESS

The parties declare as legal domicile those indicated in the introduction of this specific agreement, and any change, to be considered valid, must be communicated in writing to the other party. As long as the change of address is not communicated, all notifications, subpoenas and communications sent to the previous address will take effect.

SEVENTEENTH: VALIDITY

This specific agreement will enter into force from the subscription by both parties and will have a duration of three (03) years, and may be renewed for periods



similar or different, if so considered by the parties. For the renewal of the agreement, either party must expressly communicate its intention in writing to the other party, 30 calendar days in advance.



EIGHTEENTH: FINAL PROVISIONS

In matters not provided for in this agreement, the provisions of the Civil Code will be applied additionally.

The parties being in agreement with the agreement and scope of this agreement, they sign it in four (04) valid copies, in the city of Lima, on the 22nd day of the month of July of the year 2021.



Ricardo Campodónico Gómez Sánchez
Gerente General
Instituto Superior Tecnológico Privado
de la Construcción - CAPECO

**RAUL
EDUARDO
BAO GARCIA**

Firmado digitalmente por RAUL EDUARDO
BAO GARCIA
Nombre de reconocimiento (DN):
email=rbaog@usmp.pe, cn=RAUL EDUARDO
BAO GARCIA, givenName=RAUL EDUARDO,
sn=BAO GARCIA,
serialNumber=DNI:10000954, I=SANTIAGO DE
SURCO, ST=LIMA, LIMA, OU=RECTOR
OU=RECTORADO, ou=ISSUED BY PEROMEDIA
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o=UNIVERSIDAD DE SAN MARTIN DE PORRES,
c=PE
Fecha: 2021.07.22 20:33:18 -0500'

Raúl Eduardo Bao García
Rector
Universidad de San Martín de Porres