

SPECIFIC INTERINSTITUTIONAL COOPERATION AGREEMENT BETWEEN THE PRIVATE TECHNOLOGICAL INSTITUTE FOR CONSTRUCTION - CAPECO AND THE UNIVERSIDAD DE SAN MARTÍN DE PORRES - USMP

The Specific Agreement between 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, is hereby recorded. No. 10867897, with address at Av. Paseo de la República No. 571, 1st. Floor, district of La Victoria, Province and Department of Lima, who will hereinafter be called THE INSTITUTE, and on the other side 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 simply be called THE UNIVERSITY;

FIRST CLAUSE: LEGAL BASIS

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

SECOND CLAUSE: BACKGROUND

2.1 THE INSTITUTE, was created by RM No. 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 diffusion and technological scientific research.

This specific agreement is derived from the framework agreement signed by the institute and the university in the city of Lima on July 24, 2021.

2.2 UNIVERSITY 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.

THIRD CLAUSE: OBJECTIVE

SPECIFIC ACTIONS TO BE CARRIED OUT:

- 3.1 UNIVERSITY** will present to THE INSTITUTE students from the Faculty of Civil Engineering, who need to carry out their Pre-professional Practices to develop the work of Tutors and/or Practice Leaders of THE INSTITUTE students, in the courses of the Civil Construction Technical Professional Career. The internships will be carried out under the legislation that regulates Pre-professional Practices Law No. 28518, Law on Labor Training Modalities and its Regulations, approved by Supreme Decree No. 007-2005-TR.
- 3.2 UNIVERSITY** will implement a Preferential Admission system that will facilitate access and payments to follow the Civil Engineering Career for Graduates of the Civil Construction Technical Professional Career, who require it.
- 3.3 UNIVERSITY** and The INSTITUTE will promote the exchange of professors of the specialty, in related courses, for the teaching of specialization courses, conferences and joint investigations.

FOURTH CLAUSE: OBLIGATIONS OF THE CELEBRATING COUNTERPARTY

- 4.1 UNIVERSITY** select the most outstanding students who need to develop their Pre-professional Practices as Academic Tutors at the request of THE INSTITUTE.
- 4.2 UNIVERSITY** In accordance with the provisions of the law, it will supervise the work of the Tutors with the regularity established by the pertinent regulations.
- 4.3 UNIVERSITY** will grant graduates from THE INSTITUTE, who enroll to follow the Civil Engineering degree, a preferential rate in the payment of pensions and tuition

FIFTH CLAUSE: OBLIGATIONS OF THE INSTITUTE

- 5.1 THE INSTITUTE** will incorporate as Academic Tutors the students or Graduates of the Career.
- 5.2 THE INSTITUTE** will convene its graduates to inform them of the scope of the Agreement and the possibility of continuing the Civil Engineering Career
- 5.3 THE INSTITUTE** will disseminate among its students the scope of the Agreement and the possibility of continuing the Civil Engineering Career at the end of their studies

SIXTH CLAUSE: FINANCING

As regulated by Law No. 28518, the financing of the subsidy corresponding to Academic Tutors will be paid by THE INSTITUTE.

UNIVERSITY will absolve the difference in costs of a regular pension, which must be paid by any student who is presented by THE INSTITUTE as a Graduate and wants to follow the Civil Engineering Career.

SEVENTH CLAUSE: COORDINATORS OF THE PARTIES

The actions related to this Specific Agreement will be coordinated by the following people:

- For the USMP: Ing. Arnaldo Falcón Soto - Director of EPIC.
- By CAPECO: Lic. Ricardo Campodónico Gómez Sánchez - General Manager PRIVATE HIGHER TECHNOLOGICAL INSTITUTE OF CONSTRUCTION - CAPECO.

EIGHTH CLAUSE: MODIFICATIONS

The parties may introduce modifications to this agreement as a result of the periodic evaluations carried out during the term of validity. Said Modifications must be recorded in writing in the respective Addendum.

NINTH CLAUSE: TERMINATION OF THE AGREEMENT

This agreement may be terminated before its expiration when the following causes arise:

- 9.1** By agreement between the parties, the same as must be expressed in writing.
- 9.2** Due to an act of God or force majeure that makes it impossible to compliance.
- 9.3** Por unjustified breach of any of the obligations assumed by the parties in this agreement. In this case, either party must notarize the other to comply with the obligation within a period of 15 days. If this does not occur, the agreement will be terminated automatically.

When the resolution is generated as a consequence of the third cause, then the parties must restore the benefits in the state they were in before the breach occurred, and if this is not possible, the value they had at that time must be reimbursed in money. .

TENTH CLAUSE: VALIDITY

This Agreement will be in force from August 24, 2021, until August 24, 2023, and may be renewed if the parties expressly agree in writing, after evaluating the results obtained.

ELEVENTH CLAUSE: CONFIDENTIALITY

- 11.1 THE INSTITUTE** undertakes to keep the most absolute reserve and confidentiality regarding the information, data and documents of THE UNIVERSITY or its operations, of which they were aware or to which they had access as a consequence of the services in execution of this agreement; thus committing not to disclose it to third parties, except with the prior written authorization of THE UNIVERSITY or judicial request.
- 11.2** Likewise, THE UNIVERSITY undertakes to maintain total confidentiality regarding the content of this agreement, as well as any fact or information derived from the execution of the obligations contained therein and/or of the commercial relationship established with THE INSTITUTE.

TWELFTH CLAUSE: USE OF PERSONAL DATA

The Parties agree not to misuse the information provided by the other; in relation to personal data that may have become known; unless they have the due express authorization of the same in accordance with the Data Protection Law.

THIRTEENTH CLAUSE: DISPUTE SETTLEMENT

13.1 ARBITRATION JURISDICTION

Any controversy, discrepancy or claim generated as a result of this Agreement, either due to its interpretation and/or application of its clauses, as well as its compliance, execution, resolution or nullity will be resolved through direct treatment and coordination between the parties within a maximum period of ten (10) business days from the receipt of the communication by which the interested and/or injured party makes the controversy, discrepancy or claim known; for which purpose both parties agree to hold the meetings that may take place to achieve this purpose; being the rules of good faith and common intention between them.

Notwithstanding this, in accordance with the provisions of article 4 inc. 2 of Legislative Decree 1071, Legislative Decree that Regulates Arbitration, the parties agree that once the period indicated in the previous paragraph has concluded, without reaching any total or partial agreement, the dispute that arises will be resolved by a Sole Arbitrator and through Law Arbitration; for which they will submit to the norms and procedures established in the Regulations of the Arbitration Center that the parties choose, as well as what is established in the Legislative Decree that regulates Arbitration.

The arbitral award issued will be binding on the parties and will put an end to the procedure definitively, the award being unappealable before the Judiciary or before any administrative instance. The fees of the Arbitration Center, as well as the Sole Arbitrator will be assumed in equal parts by the contracting parties.

13.2 JUDICIAL JURISDICTION

Any controversy, discrepancy or claim generated as a result of this Agreement, either due to its interpretation and/or application of its clauses, as well as its compliance, execution, resolution or nullity will be resolved through direct treatment and coordination between the parties within a maximum period of ten (10) business days from the receipt of the communication by which the interested and/or injured party makes the controversy, discrepancy or claim known; for which purpose both parties agree to hold the meetings that may take place to achieve this purpose; being the rules of good faith and common intention between them.

In the event that the parties do not reach an agreement, then the controversies, discrepancies or claims may be resolved before the judges and courts of Lima, to whose competence and jurisdiction they are submitted.

FOURTEENTH CLAUSE: ADDRESS

Any notification and/or communication between the parties, whether procedural or not, will be addressed to the addresses indicated in the introduction to this contract.

Any change of the indicated addresses must be communicated five (05) business days in advance for it to take effect against the other party. Any change of address to be valid must be limited to the urban perimeter of the City of Lima.

As a sign of conformity, this Specific Inter-institutional Cooperation Agreement is signed, in four (04) copies of the same tenor and legal effect, in the city of Lima, on August 24, 2021.



Ricardo Campodónico Gómez Sánchez
General Manager

HIGHER TECHNOLOGICAL INSTITUTE
PRIVATE CONSTRUCTION – CAPECO



Raúl Eduardo Bao García
Rector

UNIVERSIDAD DE SAN MARTIN DE PORRES