



**USMP**  
UNIVERSIDAD DE  
SAN MARTÍN DE PORRES

Facultad de  
Ingeniería y  
Arquitectura

## **FRAMEWORK COLLABORATION AGREEMENT BETWEEN ANDRÉS BELLO UNIVERSITY (UNAB) AND SAN MARTIN DE PORRES UNIVERSITY**

On the one hand, Universidad Andrés Bello, Private Law Corporation for Higher Education, RUT. N°71.540.100-2, duly represented by its Rector Mr. Julio Castro Sepulveda, identity card number N°5.598.355-6 and by its Proctor Mr. Gonzalo Guzman Ilic identity card number 10.212.160-0, all domiciled for these effects in Fernández Concha N°700, commune of Las Condes, Santiago, Chile, which from now on and for all purposes and consequences of this agreement will be called UNAB.

And on the other, the University of San Martín de Porres (USMP) hereinafter THE UNIVERSITY, private Higher Education institution, with RUC 20138149022, with address at Av. Circunvalación del Club Golf Los Incas N° 170 (Edif. More-Floor 11), District Santiago de Surco - Lima, province and department of Lima, duly represented by its president of the Board of Directors, Mr. José Antonio Chang Escobedo, identified with DNI: N° 07250288.

### **EXPOSE**

1. That both entities have common objectives and interests.
2. That in order to contribute to the economic and social improvement of the country, it is of fundamental importance that inter-institutional cooperation relations be established.
3. That universities are institutions called, by reason of essence, purpose and objectives, to establish ways of cooperation that promote the integral development of society.
4. That, for all of the above, the two institutions consider it convenient to increase their relationship, establishing specific instruments for this.

And, for this purpose, they decide to sign a cooperation agreement in accordance with the following clauses:

### **CLAUSES:**

#### **1. PURPOSE OF THE COOPERATION AGREEMENT.**

Both institutions will promote the exchange of experiences and personnel in the fields of teaching, research and culture in general, within those areas in which both have manifest interest.

#### **2. MODALITIES OF COLLABORATION.**

In order to satisfy the objectives defined in the previous clause, both parties undertake, to the extent of the means available to them and in accordance with the regulations of each institution, to:

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- Promote the exchange for a limited time of students, professors and researchers.
- Include the other party in the UNAB Internship Program.
- Promote joint programs of community service and social responsibility.
- Encourage participation in bilateral and multilateral research and development projects and programs.
- Cooperate in a program of continuing education, training and training of research and technical personnel.
- Make available the professional services and/or infrastructure offered by UNAB through its different units, in accordance with the policies established for such purposes, applying a discount for the benefit of the other party.
- Share information and teaching and research materials available, under the guidelines of each institution.
- Collaborate in any other activities that are considered of mutual interest, within the availability of the parties and the activities that constitute the object of this agreement.

2.1 The execution and implementation of each modality will be defined between the parties through specific agreements.

### **3. ESTABLISHMENT OF COOPERATION.**

The execution of the modalities of cooperation provided for in this agreement will be the subject of a program prepared jointly between both entities, which will provide the necessary resources for its proper implementation.

The two entities will periodically carry out a balance of the actions carried out or in progress and will prepare a report that will be communicated to the corresponding instances.

3.1 The execution of this agreement will be in charge of

By UNAB:

Name	Manuel Chavez
Post	Race Director
Department	Civil Engineering
Email	Manuel.chavez@unab.cl
Phone	(41) 2662313
Projects to carry out: (description and schedule)	To be defined with the School of Civil Engineering

By USMP:



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Name	DR. LUIS CARDENAS LUCERO
Post	DEAN
Department	SCHOOL OF ENGINEERING AND ARCHITECTURE
Email	lcardenasl@usmp.pe
Phone	(51) - 2086000
Projects to carry out: (description and schedule)	To be defined with the School of Civil Engineering

#### **4. FINANCING.**

The two institutions, based on fair reciprocity, will define the financing mechanisms for the initiatives to be executed within the framework of this agreement.

#### **5. MEANING OF THE AGREEMENT.**

The signing of this Agreement does not create an association or company or any other similar legal figure, therefore each entity is responsible for the acts and obligations derived from this act, as agreed therein. It constitutes a declaration of intent, whose purpose is to promote authentic relationships of mutual benefit in terms of academic collaboration and integral human development articulated to the common good. Therefore, this Agreement does not grant the capacity of any of THE PARTIES to represent the other in any context, nor does it grant the right to one of them to commit the other or incur debts or obligations on behalf of the other, unless previously agreed. , written and signed by the highest bodies of each of them. Likewise, it does not involve a labor agreement or the creation of a joint venture,

#### **6. EQUITY AND GOOD FAITH.**

The Parties agree to act in good faith regarding the rights of both parties under this agreement and to adopt all reasonable measures to ensure compliance with its objectives.

#### **7. AMENDMENTS AND MODIFICATIONS.**

The terms of this Cooperation Agreement may be modified by mutual consent between THE PARTIES, through an Addendum. For these purposes, THE PARTIES or the interested Party must (á) notify the other party in writing requesting their approval, with a period of sixty (60) days in advance, and said modification cannot interrupt the projects in execution under the approved terms. .



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## **8. SETTLEMENT OF DISPUTES.**

The parties agree to exhaust all means to resolve amicably, without litigation, any dispute or doubt that may arise as a result of this agreement, for this purpose, they will preferably resort to the use of alternative dispute resolution mechanisms. For everything not provided for in this Agreement, the parties refer to Chilean common law.

## **9. DURATION.**

The agreement signed here will be valid for a minimum of five (5) years from the date of signing, after which it will be automatically renewed, unless terminated by one of the parties in writing.

## **10. PROHIBITION.**

THE PARTIES agree that they will not use without prior written consent, the name, sign, logo or any trade name or trademark of them or entities related to them, in any publicity or communications to the public, in any format, except when necessary to carry out the services object of this contract or when expressly authorized by the corresponding party.

## **11. CONFIDENTIALITY.**

Both Parties agree to rigorously store any information related to technical, commercial, financial or operational matters that they receive from their counterparty during the term of this Contract, pledging not to disclose or use said information without the express written consent of the counterparty. from the moment the information is delivered and up to two (2) years after, counted from the initial disclosure or disclosure of that Information, remaining in force notwithstanding the termination of this Agreement.

## **12. INTELLECTUAL PROPERTY.**

THE PARTIES agree that the publications, as well as the co-productions and the dissemination of the purpose of this instrument, will be carried out by mutual agreement, stipulating that they will enjoy each of the rights granted by both the laws on intellectual property rights, which includes the right copyright and industrial property both in the Republic of Chile and abroad.

Likewise, they expressly agree that the works derived from the execution of this agreement that are susceptible to intellectual protection, will correspond to the part whose personnel have carried out the work object of protection, giving due recognition to those who have intervened in the realization. of the same.

## **13. DISCREPANCIES.**

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The resolution of possible controversies inherent to the interpretation and execution of this agreement will be transferred to an arbitration commission formed by the signatories of the agreement or persons in whom they delegate.

**Law No. 21,369 WHICH REGULATES SEXUAL HARASSMENT, VIOLENCE AND GENDER DISCRIMINATION IN THE FIELD OF HIGHER EDUCATION.**

The parties declare and guarantee to comply with Law No. 21,369 that regulates sexual harassment, violence and gender discrimination in the field of higher education. Along with the above, Universidad de San Martín de Porres declares to know that, in compliance with the aforementioned law, Universidad Andrés Bello has implemented a Comprehensive Policy for Coexistence, Inclusion, Promotion of Respect, Sexual Harassment, Violence and Gender Discrimination and a Comprehensive Protocol Against Sexual Harassment, Violence and Gender Discrimination, which are part of the Comprehensive Model Against Sexual Harassment, Violence and Gender Discrimination, hereinafter "The Model". Said regulations, which form an integral part of this contract and are binding on both parties, are available on the website [www.unab.cl](http://www.unab.cl). Likewise, the University of San Martín de Porres undertakes to inform, through the complaint channels [denuncias@unb.cl](mailto:denuncias@unb.cl), any violation of the rules and principles contained in the Integral Model".

**14. Personery legal representatives.**

The legal status of Mr. Julio Castro Sepulveda and Mr. Gonzalo Guzmán Ilic, to represent the Andrés Bello University, is recorded in a public deed dated June 17, 2022 granted before the Santiago Notary, Mr. Ricardo San Martín Urrejola, repertoire No. 19,372. 2022

And, in proof of compliance with the foregoing, they sign this document in duplicate.

ANDRÉS BELLO UNIVERSITY (UNAB)  
Julio Castro Sepulveda- Chancellor  
Gonzalo Guzman Ilic- Prorector

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SAN MARTIN DE PORRES UNIVERSITY  
Eng. JOSE ANTONIO CHANG ESCOBEDO  
President of the Board of Directors

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