



Università
degli Studi di
Messina



**COOPERATION AGREEMENT
BETWEEN
THE UNIVERSIDAD DE LOS ANDES
AND
THE UNIVERSITA' DEGLI STUDI DI MESSINA**

The Universidad de los Andes, a private, not-for-profit institution of higher education, legally authorized pursuant to Resolution Number 28 of February 23, 1949 issued by the Ministry of Justice, domiciled in the city of Bogotá, Colombia, and duly represented by Silvia Caro, in the role of Vice President for Academic Affairs and the Università degli Studi di Messina, a public institution of higher education, founded in November 16, 1548, Statute issued with D.R. No. 1244/2012 (published on G.U. - General Series No. 116 of 19th May 2012) and amended with D.R. No. 3429 of 30th December 2014 (published on G.U. - General Series No. 8 of 12th January 2015) domiciled in the city of Messina, Italy, and duly represented by Giovanna Spatari, in the role of President of Università degli Studi di Messina

Do hereby state:

--That the cooperation and complementation between the universities contributes to institutional development, increasing the capacity for teaching and developing research in both the technological as well as cultural spheres.

--That they share common objectives in education and have the desire to establish collaborative relations through cooperation toward the internationalization of higher education.

--That the above-mentioned parties do hereby recognize each other as institutions with full capacity to enter into the present agreement framework, which shall be subject to the following clauses:

FIRST. OBJECTIVE: Both institutions through a mutually beneficial association shall foster cooperation in any discipline and program offered in their university, as well as in other areas



of cooperation where both institutions have shared interest and shall thereby promote the objectives previously mentioned. Nevertheless, all the specific bilateral programs shall be subject to mutual consent, availability of funds and the approval of both institutions, and they have agreed upon the following areas:

I. AREAS OF COOPERATION.

- a) Interchange of professors and/or staff members as agreed upon for specific periods of time, with the aim of collaborating in teaching programs, giving conferences, carrying out research in collaboration and participation in undergraduate and graduate courses.
- b) Undergraduate and graduate student exchanges.
- c) Exchange of publications.
- d) Collaboration in joint research projects.
- e) Joint conferences.
- f) Joint teaching projects.
- g) Joint degree programs recognized by both institutions.
- h) Joint cultural programs.
- i) Foreign study programs.
- j) The development of intensive language programs for students and/or professors.
- k) Creation of special programs and/or internships.
- l) Exchange of information, documentation and scientific publications.

The conditions of the joint and specific activities established under this Agreement shall be discussed and agreed upon by both parties in writing on a separate document before starting the activity and shall take into account both the programmed contents as well as the financial components which shall include the study plan, duration, coordinators, technical responsibilities, intellectual property rights and all that is deemed necessary by both parties for the interpretation of the same and the signing by the legal representatives. These agreements shall be attached to the present Agreement Framework as Specific Agreements and/or Accords or Appendices.



II. FINANCING.

The signing of the agreement does not imply a budgetary commitment nor financing by the institutions. Both institutions shall agree that all the specific financial accords be established separately for each program and/or activity of cooperation of the specific agreements and depend on mutual interest and the availability of funds.

III. AGREEMENT DURATION.

This agreement between the Universidad de los Andes and the Università degli Studi di Messina shall become effective as of the last signature indicated upon continuation and shall remain in effect for a period of five (5) years and shall be renewable by mutual agreement in writing. Either institutional party to the agreement shall be able to terminate the present Agreement, in writing and with an advance notice of six (6) months prior to the effective date of termination. Said termination shall not affect the programs or activities in process before the effective date of termination. Each party shall assure that the adequate measures are taken to fulfil all the commitments that are in progress before the termination of the agreement.

IV. INTELLECTUAL PROPERTY RIGHTS.

The stipulations regarding intellectual property resulting from the results achieved in each program or activity shall be established in a timely manner in the corresponding specific agreements.

V. CONFIDENTIALITY.

Both parties shall agree upon the scope of confidentiality in the Specific Agreements that were able to be established in the framework of this agreement. Likewise, in the assumption that due to the relationship established herein, there will be an exchange of classified information, the parties agree not to spread this information and to exercise



confidentiality regarding the methodological and scientific methods that the parties to the present deem as confidential, during the validity of the present agreement, except with the prior consent in writing from the other party.

VI. MODIFICATIONS OR ADDITIONS TO THE PRESENT AGREEMENT.

The terms and conditions of the present Agreement may be complemented or modified by mutual agreement in writing and signed by both institutions.

VII. INDIVIDUALITY AND AUTONOMY.

The present agreement does not imply other agreements between the parties other than the rights and obligations contained herein, with both parties maintaining their individuality and autonomy.

VIII. NON-EXCLUSIVITY.

The existence of the present agreement does not in any way limit the right of the parties to formalize similar agreements with other institutions.

IX. USE OF LOGO.

In any activity to be developed in the framework of the present agreement and/or its respective specific agreements, when deemed necessary, the logo and/or isotype of both institutions shall be used in accordance with the regulations of both institutions.

X. CONFLICT RESOLUTION.

Both parties agree to make every endeavor to resolve any disagreements that may arise through the fulfillment of the present agreement. In the case that there is no feasible way of finding a common resolution to issues that may arise, the same shall be submitted to an unappealable decision from an ad hoc commission that will be made up by a member designated by each of the contracting parties and another chosen in mutual agreement.

XI. ADDRESS.



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For the implementation of the present agreement, a registered office must be designated where all notifications related to the development of the present agreement shall be sent.

For the Università degli Studi di Messina ,Un.Op. International Cooperation Unit, located

At Piazza Pugliatti, Messina, Italia

Contact: Simona Fazio, Head of International Cooperation Unit, E-mail
cooperazione@unime.i

For the Universidad de los Andes, at the Office of International Affairs, located at Calle 19 # 1-67, Bogotá-Colombia.

Contact: Natalia Rubio, Head of Academic Cooperation E-mail:
oiarelations@uniandes.edu.co

The present agreement is issued in one version in English.

The parties do hereby sign the present in the place and on the date stated below.

By the Università degli Studi di Messina



By the Universidad de los Andes

Pr Giovanna Spatari

University President

City:

Pr Silvia Caro

Vice President for Academic Affairs

City:

Date:

Date: 06/02/24