**FRAMEWORK COLLABORATION AGREEMENT**

**BETWEEN**

**[[1]](#footnote-2)…………………………………………………**

**AND**

**Universidad Católica de Temuco, Chile**

The following collaboration agreement is signed in Temuco, on ………….., 201……… [date], between **Universidad Católica de Temuco**, RUT 71.918.700-5, an educational institution, represented for this purpose, as accredited, by its Rector Dr. **Aliro Samuel Bórquez Ramírez**, Chilean Identity Card N° 6.648.890-K, both located in Avenida Alemania N°0211, in the city of Temuco, Chile, hereinafter **“UC Temuco”** on the one hand; and on the other [[2]](#footnote-3)……………………………………………, hereinafter “………”, represented for this purpose by ……………………………..[[3]](#footnote-4), in accordance with the powers attributed to the said legal representatives:

**FIRST. Object.**

The two Institutions identified above hereby express their interests in jointly planning, executing and evaluating activities in the academic, scientific and cultural fields.[[4]](#footnote-5)

**SECOND. Activities**

The object of the present agreement, without prejudice to later specific or limited agreements in the various fields named, is to carry out jointly one or more of the following activities[[5]](#footnote-6) :

1. Cooperation in the planning, development and evaluation of academic activities for research, undergraduate and post-graduate teaching, university outreach and technical assistance by means of joint execution of such activities, under the terms and conditions established in each specific case, and in any of the disciplinary areas of the University.
2. Development of research projects in areas of mutual interest and competence, with funding from public or private institutions, national or international, and in accordance with the procedures determined in each case, as well as joint publication of the results of these projects.
3. Exchange and visits of academic staff, teachers and students to carry out courses, seminars, conferences and workshops in both undergraduate and post-graduate programmes.
4. Exchange, loan and publication of scientific articles and research results, bibliographical and audio-visual information, use of computer material and services, and of other programmes and services defined in areas of mutual interest.
5. Co-organisation of academic events for the dissemination of scientific knowledge and/or community outreach.

**THIRD.** **Specific agreements**

Any of the activities mentioned in the preceding clause must be carried out under the present agreement and according to a specific agreement, which must refer, at least, to the objectives and contents of the activity, the persons and units involved, the rights and obligations of each party, economic and budget studies and projections, the infrastructure committed, the coordinator or person responsible for these matters in representation of each of the parties and the dispute settlement mechanisms.

**FOURTH. Funding**

The parties undertake to jointly seek funding for the activities carried out, for which purpose they may approach public or private institutions, international or national, limited only by other agreements currently valid and binding on either one of them.[[6]](#footnote-7)

**FIFTH. Technical counterparties**

To the effects of the present agreement, the UC Temuco designates the Director of the International Affairs Office as technical counterparty. On its side, ………………….. designates, as technical counterparty, to ………………………………

**SIXTH. Compliance with the law N° 21.369 about sexual harassment, gender violence and discrimination in the context of higher education.**

The parties agree, in accordance with the Law N° 21.369, that the University’s integral policy against sexual harassment, gender violence and discrimination is part of the present agreement the, which is conformed by i) The Gender Policy of the UC Temuco (DR 35/2019); ii) The Model for the Prevention of Sexual Harassment, Gender Violence and Discrimination (DR 113/2022); iii) The Sexual Harassment, Gender Violence and Discrimination Investigation, Sanction and Compensation Regulation of the UC Temuco (DR 114/2022); iv) The Acting Protocol in Cases of Sexual Harassment, Gender Violence and Discrimination of the UC Temuco (Res. Secretaría General 21/2021); The Gender Identity and Social Name Usage Protocol of the UC Temuco (Res. Secretaría General 17/2022), and; iv) The Attention and Accompaniment Protocol to People Affected by Gender Violence; or by the subsequent regulations that may replace or modify the current normative. All the documents referred to are available on website https://direcciongenero.uct.cl/. The Parties declare to know the existence and it is binding nature to all parties.

**SEVENTH. Validity**

The present agreement shall be for a period of 5 years and may be renewed by the manifest agreement of the parties through the signature of a renewal agreement.

Either of the parties may terminate the present agreement by written communication to the counterparty with prior notice of at least ninety days before the termination date. However, early termination shall not impede the conclusion of current activities or programs, according to the specific agreements and timetables of each such activity or program.

**SEVENTH.** **Residence**

To solve all disputes that may emerge from the interpretation of the present agreement, the parties will come to terms in order to reach a common understanding. If this were not possible, the parties will indicate as a common agreement a person instructed in international legal arbitration to act as mediator and solve all controversies based in the legislation of both countries

**EIGTH. Legal capacity**

The legal capacity of……………………………. is stated in[[7]](#footnote-8) …………………………….

The legal capacity of Dr. Aliro Bórquez Ramírez to represent UC Temuco, as its Rector, is stated in Great Chancellery Decree N°04/2020 and in public deed from September 1st, 2020, in the Notary Cuarta Notaría, city of Temuco, registered in the Public Instruments File with number 4416.

**NINTH. Counterparts**

The present agreement is signed in four (4) counterparts of equal tenor and value, two in English and two in Spanish, one of them remaining in the possession of each party.

|  |  |
| --- | --- |
| **Aliro Bórquez Ramírez**  Rector  Universidad Católica de Temuco | **(Name)**  (Position)  (Institution) |

1. Name of the counterparty institution. [↑](#footnote-ref-2)
2. Name of the institution [↑](#footnote-ref-3)
3. Name and ID number of the legal representative. [↑](#footnote-ref-4)
4. Other interests or fields for the signature of the agreement may be indicated. [↑](#footnote-ref-5)
5. Objects may be added or removed, depending on the case. [↑](#footnote-ref-6)
6. If resources exist, it may also be indicated that the agreement will be funded by contributions from the institutions.

   These may be in the form of money or values. [↑](#footnote-ref-7)
7. Attach document were the legal capacity is stated. [↑](#footnote-ref-8)