

FRAMEWORK AGREEMENT FOR INTERNATIONAL COLLABORATION BETWEEN “INSTITUTO TECNOLÓGICO DE COSTA RICA” AND THE UNIVERSITY OF LIÈGE.

This agreement is established between the "Instituto Tecnológico de Costa Rica", Cartago Costa Rica, with legal certificate number 4-000-04215, represented by the Rector **Jorge Alfredo Chaves Arce**, major, married, engineer, neighbor of Cartago, with identity card number 3-258-388, and the University of Liège, with headquarters in Place du 20 Août, 7 at 4000 Liège, represented by **Anne-Sophie Nyssen**, in his capacity as Rector, agree to the present agreement in the following terms

WHEREAS

1. The ITCR School of Architecture and Urban Planning, hereinafter EAU, and the Faculty of Architecture of the University of Liège, hereinafter ULiège, develop research and extension projects related to the architectural and urban development of their environments.
2. That, due to their mission and objectives, both instances are called to establish channels of communication that allow the exchange of scientific, technological and cultural knowledge.

The parties agree to enter into this Framework Collaboration Agreement, subject to the following clauses.

CLAUSES

FIRST. OBJECT

The purpose of this agreement is the collaboration between the parties, in order to participate jointly in research and extension projects, allowing the exchange of

knowledge between institutions, with special emphasis on the disciplines of Architecture and Urbanism. It also seeks to promote the mobility of academics and students.

SECOND. COMMITMENTS OF THE PARTIES

1. To favor, within the current regulatory framework of each University, the joint development of research and extension projects that result in the generation of new knowledge.
2. Encourage the joint publication of academic material in the areas of architecture and urban planning, whether articles, papers, books, and others.
3. To favor, within the current regulatory framework of each University, the academic exchange of teaching and research staff and undergraduate, master's and doctoral students, through teaching or research stays, laboratory, specialization courses or participation in forums, competitions, congresses, workshops or seminars.
4. Verify that the staff and students participating in the stays must have insurance coverage for damages to third parties and civil liability. The parties agree that students participating in these stays will not pay tuition fees related to the activity at the host university.
5. Stipulate the participation of teachers and experts in congresses and other activities to be carried out in their respective countries.

THIRD. REQUIREMENTS

- Collaboration projects will be formally registered in the corresponding department of one of the parties. Researchers must respect the regulations of their institutions related to research and extension.
- During the period of teaching or research stay, professors will remain on the payroll of their home university. Prior to the establishment of any activity, the interested party must submit to the guidelines and procedures of his/her center and department regarding academic mobility.

- Students wishing to participate in the internships must comply with the procedures in force at their home university and the acceptance of the host university. Students wishing to participate must be related to ongoing collaborative projects or be developing a research or graduate project related to the areas of study of the host university.
- Both professors and students interested in an internship, conference or exchange must pay for their own adequate medical insurance to provide them with the necessary services and health care, in accordance with the standards established by the host university. In addition, they must cover the costs of transportation, lodging, food, and living expenses arising from the academic activity. The student may request financial assistance from his/her home university or others, as long as funds are available.

FOURTH. EMPLOYMENT RELATIONSHIP

The parties agree that the personnel selected by each party for the execution of this agreement shall be understood to be related exclusively to the party that employed them; therefore, each party shall assume its responsibility for this concept, and in no case shall they be considered as joint or substitute employers.

FIFTH. INTELLECTUAL PROPERTY

If products or knowledge are generated as a result of the execution of this agreement that are susceptible of registration or exploitation, the economic rights over them will correspond to the party whose personnel or student has carried out the work that is the object of protection in the matter, giving due recognition to those who have intervened in its realization. If the work is carried out by personnel of both parties, the ownership will correspond to both in proportion to their participation. The parties may use the results obtained from the activities covered by this instrument in their respective academic tasks, as long as they have been officially published.

SIXTH. CIVIL LIABILITY

It is expressly agreed that the parties shall have no civil liability for damages that may be caused as a consequence of fortuitous event or force majeure, particularly for the stoppage of academic or administrative work, with the understanding that, once these events have been overcome, activities will be resumed in the manner and terms determined by the parties.

SEVENTH. VALIDITY

This Agreement shall have a term of 4 years from the date of the last of its signatures. Before its termination, the parties may agree to its extension for a period of up to 2 additional years. Either party may terminate this agreement by giving six months' written notice to the other party, with the understanding that they shall continue until the actions already initiated are completed.

EIGHTH. MONITORING

1. The parties delegate to the figure of the EAU and ULiège the monitoring of this agreement and the fulfillment of the commitments acquired.
2. Before initiating any project, stay, seminar, congress or other activity derived from this agreement, the interested professors or students must submit to the EAU and ULiège a request specifying the actions to be carried out, as well as their chronogram, list of persons involved with their respective tasks, necessary resources and from where they will be taken, as well as the expected results. The management will approve or request modifications according to the interests of the parties.
3. Upon completion of any project, stay, seminar, congress or other activity derived from this agreement, the interested professors or students must submit a report detailing the results obtained to the EAU and ULiège.

NINTH. AMOUNT

By its nature, this agreement does not commit public funds nor does it create a financial relationship between the parties. Any income or expense arising from an

activity developed under this agreement must be duly budgeted and approved by the Institutional Authorities of both parties through the respective budgetary instruments.

TENTH. MODIFICATIONS

This agreement may be modified or added to at the will of the parties, by means of the signature of the respective Modifying Agreement. Such modifications or additions shall be binding upon the parties as of the date of signature.

ELEVENTH. INTERPRETATION AND ENFORCEMENT

This agreement is a product of good faith, and therefore any conflicts that may arise regarding its interpretation, formalization and compliance shall be resolved by the parties by mutual agreement.

TWELFTH. DATA PROTECTION

The personal data protection regime to be complied with by the parties in the actions carried out in execution of this agreement shall be as provided for in the provisions of the Costa Rican legislation in force, as far as each party is concerned.

The signatory entities of the Agreement shall apply to the processing of personal data that may be carried out in the execution of this Agreement, the principles, guarantees and technical and organizational measures established in the aforementioned regulations for the adequate protection of the rights and freedoms of individuals in the processing of their personal data.

The parties shall maintain confidentiality in the treatment of the information provided by the parties and of the information, of any kind or nature, generated as a consequence of the execution of this agreement; such obligation shall extend indefinitely even if the agreement has been terminated. All the above without prejudice to the eventual authorization of the parties or that, as the case may be, such information would be considered as public domain.

Having read this Agreement and having been informed of its contents and scope, the parties hereto have signed it in duplicate at the place and on the date indicated below.

For the ITCR

For the University of Liège

Jorge Alfredo Chaves Arce
Rector

DocuSigned by:
Anne-Sophie NYSSSEN
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Anne-Sophie Nyssen
Rector

[V.B. Asesoría Legal - ITCR](#)