

**AMENDMENT N°1  
TO THE MEMORANDUM OF UNDERSTANDING  
DATED FEBRUARY 21<sup>st</sup> 2018**

By and Between

**INSTITUTO TECNOLOGICO DE COSTA RICA**, a public Costarrican university, located at 15<sup>th</sup> Street and 14<sup>th</sup> Avenue, 1 km south from the Basílica de Los Ángeles, Province of Cartago, Costa Rica, represented by its rector, duly authorized,

Hereinafter referred to as « **ITCR**»

**AND**

**INSTITUT PASTEUR**, a French non-profit foundation with recognized charitable status approved by an order dated 4 June 1887, located in 25-28 rue du Docteur Roux, 75015 Paris, France, represented by its General Director, duly authorized,

Hereinafter referred to as the « **Institut Pasteur**»

Hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”

**PREAMBLE**

Whereas Institut Pasteur and TEC have entered on February 21<sup>st</sup> 2018 in a memorandum of understanding (hereinafter referred to as the “**MOU**”), in order to establish the foundation of their partnership to develop joint activities in education and research fields between the two institutions

As the MOU is expiring, the Parties express the wish to extend their partnership. Therefore, the Parties have met in order to extend consequently the MOU according to the terms and conditions set below by the present amendment (hereinafter referred to as the “**Amendment n°1**”).

**Therefore, the Parties agree as follows:**

**IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**ARTICLE 1: PURPOSE**

The purpose of this Amendment n°1 is to extend the term of the MOU for three additional years.

Terms as defined in the MOU and used in this Amendment n°1 have the meaning given to them in the MOU, unless stated otherwise.

**ARTICLE 2: AMENDMENT TO THE MOU**

**2.1. Modification of Article 4 “Duration and Termination”**

The Article 4.1 is modified as follows to extend the term of the MOU:

**“ARTICLE 4: DURATION AND TERMINATION**

**4.1** *This MOU shall become effective as of its last date of signature by the Parties and shall remain in effect for a period of six (6) years from that date, until February 21<sup>st</sup>, 2024.*

*[...]”*

The other provisions of Article 4 remain unchanged and in full force and effect.

**ARTICLE 3: EFFECTIVE DATE OF AMENDMENT N°1**

Notwithstanding its signature, the present Amendment n°1 enters into effect retroactively from February 1<sup>st</sup>, 2021 for the remaining period of the MOU, until February 21<sup>st</sup>, 2024.

**ARTICLE 4: MISCELLANEOUS**

This Amendment n°1 constitutes an integral part of the MOU.

The other provisions of the MOU remain unchanged and in full force and effect.

In the event of a conflict between this Amendment n°1 and the MOU, the provisions of the Amendment n°1 shall prevail.

Except as may be prohibited by applicable law or regulation, this Amendment n°1 may be executed in two or more counterparts, or by facsimile, .pdf or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

**Signed** for and on behalf of

**Instituto Tecnológico de Costa Rica**

by its authorised representative:

 **Tecnológico de Costa Rica**  
Firmado digitalmente por LUIS PAULINO MENDEZ BADILLA (FIRMA)  
Ubicación: TEC Cartago  
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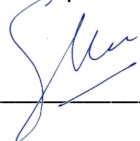
\_\_\_\_\_  
Luis Paulino Méndez Badilla

Rector

Date

**Institut Pasteur**

by its authorised representative:

  
\_\_\_\_\_  
Stewart Cole

General Director

Date March 30, 2021

MARCO  
ANTONIO  
ROJAS VALLE  
(FIRMA)

Firmado digitalmente  
por MARCO ANTONIO  
ROJAS VALLE (FIRMA)  
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