

COOPERATION FRAMEWORK AGREEMENT

between

Académie d'Agriculture de France

Scientific and professional institution,
located in 18, rue de Bellechasse, 75007 Paris, France,
herein represented by its President, Mr. Jean Louis Bernard,

hereinafter referred to as “**AAF**”

and

Universidad de Costa Rica

Public institution of academic, scientific and cultural nature, with register number 4-000-0-42149,
located in Ciudad Universitaria Rodrigo Facio Brenes, San Pedro de Montes de Oca, 11501-2060 San José, Costa Rica,
herein represented by Mr. Carlos Araya Leandro, Doctor in Economy, Management and Control of Public Politics and Entities, in his capacity as Rector *a.i.* with powers of judicial and extrajudicial representative in accordance with Article forty, paragraph a) of the Organic Statute of Universidad de Costa Rica,

hereinafter referred to as “**UCR**”

AAF and UCR will be referred individually as “**the Party**” and jointly as “**the Parties**”.

CONSIDERING THAT

There is an affinity in the objectives of both institutions and the interest of gathering efforts and resources to achieve common purposes.

Both parties agree to sign a formal document stating their explicit intention to expand the scope of cooperation and include different scientific activities of mutual interest, in the areas of Biology, Agriculture, Food and Environment.

The principles of this cooperation are defined by this Agreement (hereinafter referred to as the "**Agreement**").

HAVE AGREED AS FOLLOWS

CLAUSE 1 - Purpose

The purpose of this Agreement is to develop the academic and scientific cooperation of both institutions, based on equality and reciprocity, for the promotion of research capacities and a strategic relationship of mutual understanding between them.

CLAUSE 2 - Scope of Cooperation

2.1. To achieve this purpose, institutions will encourage cooperation in the following ways:

- a. Mobility of teaching, scientific and technical-administrative staff.
- b. Development of research and / or teaching programs in common.
- c. Coordination and development of conferences, seminars, workshops and other scientific-training activities.
- d. Exchange of academic information and publications.
- e. Any other type of collaboration that could interest the Parties.

CLAUSE 3 - Specific Agreements

3.1. For the development of the activities set forth in the second clause and that are not described in this Agreement, a specific agreement must be signed that will include at least:

- a. Detailed description of responsibilities and benefits for each institution;
- b. Objectives and programming of the activity;
- c. Budget and sources of financing for each activity.
- d. Aspects related to intellectual property rights;
- e. Any other point deemed necessary for effective management of the activity.

3.2. This Agreement will be considered as a reference document in relation to the specific agreement.

CLAUSE 4 - PROFESSORS AND RESEARCHERS MOBILITY

- 4.1. Each year, during the term of this Agreement, either party may receive professors or researchers from the other institution. The duration of each visit will be determined on a case-by-case basis by mutual agreement.
- 4.2. The host institution shall provide working space, and access to library and other facilities; it shall also assist visiting professors and researchers in the process of finding accommodation.
- 4.3. The obligations of visiting professors in the host institution shall be determined by mutual agreement between the parties and on a case-by-case basis.
- 4.4. Both institutions can receive professors or researchers to make research internships. The requisites for each stay have to be consulted with the other institution.
- 4.5. Visiting professors and researchers shall meet immigration regulations of the host country and shall be responsible for obtaining the appropriate visa and special category, if necessary. They shall be subject to the norms and regulations of the host institution. Violations of the rules will result in termination of their visiting status at the host institution.
- 4.6. Each visiting professor or researcher shall be responsible for obtaining a health insurance policy meeting the requirements of the host institution, including hospitalization, surgery, dental emergencies, medical evacuation and repatriation of remains. The parties to this Agreement shall have no liability for these costs.
- 4.7. Any other detail regarding the visit shall be mutually agreed between the institutions on a case-by-case basis.

CLAUSE 5 - Bindings

- 5.1. This Agreement is not intended to create binding or legal obligations towards either institution.
- 5.2. No Party is representative of the other; neither has the right to act or represent the other, or pretend to act as such.
- 5.3. Nothing in this Agreement may diminish the full autonomy of any of the Parties, nor can they impose obligations on the other for the implementation of the activities mentioned herein.

CLAUSE 6 - Financial Provisions

- 6.1. This Agreement does not make any of the Parties incur financial obligations.
- 6.2. The Parties agree that activities under this Agreement and other specific provisions and activity plans will be carried out in accordance with the capacity and resources available to the two institutions.
- 6.3. The Parties undertake to seek financial support from different national and international bodies and agencies (ministries, embassies, European Commission, among others), to carry out actions defined within the framework of joint activities and programs.

CLAUSE 7 – Person Responsible and Balance of Actions

- 7.1. Each Party shall designate one or more persons responsible for implementing and monitoring the actions planned.
- 7.2. The Parties undertake to carry out an annual balance, specifying the different actions related to this Agreement. This balance will allow the parties to consider and decide on the extension of the collaborations planned to new areas and of the opportunities for renewal of this instrument.

CLAUSE 8 – Administration of this Agreement

- 8.1. The administration of this Agreement shall be the responsibility of the Secrétaire Perpétuel at AAF and the Directorate of the Office of International Affairs and External Cooperation of UCR. All notices must be submitted in writing and sent to the following addresses:

AAF:

Académie d'agriculture de France
A l'attention du Secrétaire Perpétuel
18, rue de Bellechasse
75007 Paris, France
Email: contact@academie-agriculture.fr

UCR:

Universidad de Costa Rica
Dirección, Oficina de Asuntos Internacionales y Cooperación Externa
5º Nivel, Edificio Administrativo A, Ciudad Universitaria Rodrigo Facio
Apartado postal: 11501-2060 UCR
San Pedro de Montes de Oca, San José, Costa Rica
Tel: + (506) 2511-5080
Email: oaice.recepcion@ucr.ac.cr

CLAUSE 9 - Responsibility

- 9.1. The Parties agree that no liability arising from a fortuitous event or force majeure will be attributable to any of them, particularly for the stoppage of teaching, scientific or administrative activities.
- 9.2. The Parties commit to taking the corresponding measures in order to reduce the effects. Once the event is over, the activities must be resumed, immediately.

CLAUSE 10 - Resolution of Discrepancies

- 10.1. In case of difficulty regarding the interpretation, application or execution of this Agreement, the Parties shall endeavor to resolve their disputes in a friendly manner.
- 10.2. In case of persistent disagreement, this will be examined by a person designated by each Party. A mediator will then be appointed.

CLAUSE 11 - Validity - Termination

- 11.1. The Agreement will enter into force from the date of the last signature and will be valid for five (5) years. The revision of this Agreement may be requested at any time by each of the institutions and will be subject to an addendum, duly signed.
- 11.2. Both institutions reserve the right to unilaterally terminate this Agreement, by written communication sent to the other party at least one (1) month in advance. In this case, it is understood that all activities that are under development will continue until the termination date, previously agreed, except for those that motivated its completion.
- 11.3. The Agreement may be renewed by mutual consent and in writing at least three (3) months prior to the expiration date.

CLAUSE 12 - Language

12.1. The Agreement is written in two (2) original copies in English and two (2) original copies in Spanish; all copies are of equal content and validity. Each institution will keep a copy in each language. In accordance, the corresponding authorities have stamped their signatures.

In witness of their agreement to the foregoing, the respective authorities subscribe herein.

Académie d'Agriculture de France

Universidad de Costa Rica

Mr. Jean-Louis BERNARD
President

Mr. Carlos ARAYA LEANDRO
Rector *a.i.*

Paris, _____
Date:

San José, _____
Date: