



### FRAMEWORK COOPERATION AGREEMENT

#### BETWEEN

# MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY

(KENYA)

AND

#### UNIVERSIDAD DEL CAUCA

(COLOMBIA)

PROF. SOLOMON IGOSANGWA SHIBAIRO, in the name and on behalf of the MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY (Kenya), in exercise of his position as Vice Chancellor, to which he was appointed by Chair of Council in Exercise of section 35(1)(a)(v) of the Universities Act, 2012 is empowered for this act by virtue of the legal representation indicated in (The statutes) of the University of (Name) and Dr. DEIBAR RENÉ HURTADO HERRERA, in the name and legal representation of the UNIVERSITY OF CAUCA, appointed Rector by the Superior Council, according to resolution number 004 of April 6, 2022, in his capacity as Legal Representative of the UNIVERSITY OF CAUCA, autonomous university entity of the national order linked to the Ministry of National Education, with special regime, legal personality, academic, administrative and financial autonomy and independent assets, each of them representing the universities mentioned and authorised to sign this protocol by virtue of their respective Positions.

#### CONSIDERING

That both institutions are united by a community of interests and objectives in the academic and cultural fields,

Both institutions wish to enhance their own development, for which international collaboration is very effective, and

That it is desirable to establish a co-ordinating mechanism to concretise actions and channel the administrative and financial solutions required by co-operation.

DECLARE

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That, with the intention of collaborating in the teaching and research development of their teaching staff and increasing the quality of the educational services they provide to their respective communities, both institutions consider it convenient to increase their academic links and to establish and develop their relations within a spirit of cooperation and good understanding, with the aim of offering their members, teachers and students, the benefits of a cultural exchange, and therefore

## AGREE

Establish an institutional cooperation agreement in accordance with the following clauses:

CLAUSE ONE: The purpose of this agreement is to facilitate inter-university cooperation in the fields of higher education and research.

CLAUSE TWO.- OBJECT SCOPE: For the sake of this cooperation, the signatory parties establish as objectives to be achieved:

- 1) Communicate the results of their pedagogical experiences (courses, seminars, etc.).
- 2) Informing each other of conferences, symposia, scientific meetings and seminars organised by each of them and exchanging publications and documents resulting from these activities.
- 3) Encourage, within the regulations of each country, the participation of teaching staff from the other institution in courses, symposia, seminars or congresses organised in accordance with the annual collaboration programmes.
- 4) To support, within its possibilities, the exchange of professors for a certain period of time, either for teaching or research purposes, subject to the internal procedures to be carried out in accordance with the regulations of each university.
- 5) Exchange students with the other institution, in accordance with the programmes provided for by each of the signatory Institutions, provided that the students comply with the requirements in force at the receiving Institution. With regard to social security, students shall be subject to the regulations in force in the receiving institution.
- 6) To disseminate the agreement as widely as possible within their respective institutions in order to promote and extend cooperation to new areas.

THREE CLAUSE - SPECIFIC AGREEMENTS: The development of these activities, as well as their sources of financing and the human and material resources required for their execution will be developed in specific agreements signed by the Legal Representatives or by whoever is empowered to do so.

PARAGRAPH: Each specific agreement shall include a mechanism for adequate monitoring of its effective implementation.

FOURTH CLAUSE- INSURANCE POLICY: It shall be the responsibility of the sending Institution to articulate the system to ensure that each of the participants in mobility actions have the corresponding insurance policy with the appropriate coverage for the host place, activity to be carried out and period of



stay. In any case, it shall include accident insurance, health care, or as required by the regulations to be applied. Insurance costs will be covered by each student.

FIFTH CLAUSE.- FINANCING: Both Universities will endeavour to obtain the necessary funding for the development of the aforementioned exchanges from programmes developed by local, regional, national and international institutions.

SIXTH CLAUSE .- CURRENT: This agreement shall be valid for a period of five (5) years from the date of its execution, taking into account the last date of subscription as the starting date. It may be extended after processing the corresponding document, which must be signed by the legal representatives within the term of the agreement.

SEVENTH CLAUSE.- CONFLICT RESOLUTION: The parties agree that this agreement is a product of good faith between the parties, for which reason any disagreement, doubt or discrepancy regarding its interpretation, formalisation, operation or compliance that may arise in the development of this agreement and of the specific agreements to be signed, shall be resolved in accordance with the mechanisms for direct settlement established in the regulations in force in each country.

EIGHTH CLAUSE.- AGREEMENT TERMINATION: This agreement may be terminated at any time by one of the parties, with a notice of three (3) months, which shall not prevent the completion of the concrete actions already initiated

NINTH CLAUSE.- MODIFICATIONS: This agreement may be modified by mutual agreement between the parties.

TENTH CLAUSE.- COORDINATION: The directors of the training and research units, faculties, schools, departments, institutes, centres, laboratories and services concerned shall be responsible for or coordinate, each in their respective areas, the implementation of this agreement.

ELEVENTH CLAUSE- IMPROVEMENT: The present agreement is perfected with the signature of the parties. The parties have read the present document, found it to be in conformity and, as proof thereof, have signed it, in duplicate and to a single effect, at the place and on the date indicated

The parties have read the present document, find it in conformity and as proof thereof, sign it, in duplicate and to a single effect, at the place and on the date indicated.

In Kenya at,

In Popayán at, \_\_\_\_ 1 3 DIC 2024

MASINDE MULIRO UNIVERSITY OF RANAMEGA

SCIENCE AND TECHNOLOGY 12 59 73 69 71

SOLOMON IGOSANGWA SHIBAIRO

Vice Chancellor and Legal Representative

UNIVERSIDAD DEL CAUCA

DEIBAR RENÉ HURTADO HERRERA

Rector and Legal Representative

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