

**FRAMEWORK AGREEMENT FOR
ACADEMIC COOPERATION
Ref. ISAE: 2022-CIF-M-107**

BETWEEN

L'INSTITUT SUPERIEUR DE L'AERONAUTIQUE ET DE L'ESPACE

A Public Institution serving scientific, cultural and professional purposes and under the supervision of the Direction Générale de l'Armement du Ministère des Armées (the Directorate General of Armaments of the Ministry of Armed Forces)
10, avenue Edouard Belin – BP 54032 - 31055 TOULOUSE Cedex 04, FRANCE

Represented by Mr. Olivier LESBRE, in his capacity as President.

Hereinafter referred to as « ISAE-SUPAERO »

AND

INSTITUTO TECNOLÓGICO DE COSTA RICA

Street 15, Avenue 14, CARTAGO, Postal code 30101, COSTA RICA

Represented by Jorge Alfredo Chaves Arce, in his capacity as Rector.

Hereinafter referred to as « ITCR/Instituto Tecnológico de Costa Rica »

ISAE-SUPAERO, and ITCR/Instituto Tecnológico de Costa Rica are hereinafter referred to as the "Parties"

Preamble

The signatory institutions recognize the value of educational, cultural, and scientific exchanges between international institutions, and have determined that sufficient interest exists in higher education and research, to establish a formal relationship such as a bilateral cooperation agreement in all areas of mutual interest.

Article 1 - Aim of the agreement

The purpose of this framework agreement is to establish cooperation between the parties involved, in order to develop academic, scientific and cultural activities. Both parties will promote the exchange of activities and experiences in the fields of scientific research, technology innovation and education.

Article 2 - Scope of the agreement

The Parties agree to establish a formal relationship such as a cooperation agreement in higher education and research to cover:

- The exchange of Bachelor, Master and PhD students;
- The exchange of professors and researchers;
- The hosting of Bachelor, Master students, and PhD students;
- Research projects of mutual interest;
- The organization of joint seminars, symposia and discussions on topics of common interest in education and research.

All the academic cooperation projects developed within the scope of this document must be established by means of a specific agreement, whose duration should not exceed the term date of this Agreement.

The conditions of the above mentioned exchanges including the co-supervision of PhD students as well as the implementation of joint research projects will be defined on a case-by-case basis, in a specific agreement.

The collaboration arising from the present agreement shall be subject to the regulations of both institutions.

Article 3 – Organization and coordination

Both institutions will nominate a faculty member or administrator responsible for the coordination of the activities within the present agreement. Both parties will maintain necessary contacts in order to reach the objectives of the present agreement.

For ISAE-SUPAERO:

- ❖ The Academic Advisor for student exchanges is Professor Pierre de Saqui-Sannes (in charge of North & South America)
- ❖ The person in charge of the administrative management of the agreement of cooperation is Corinne Garcia-Mac Cionnaith, Head of International Partnerships.

For ITCR/Instituto Tecnológico de Costa Rica:

- ❖ The Academic coordinator for student exchanges is Project Officer Raúl Ramírez Brenes
- ❖ The person in charge of implementing the agreement of cooperation is Floria Roa-Gutiérrez,

Director of International Cooperation Office.

Article 4 – Rules and Regulations

During their stay abroad, all exchange students must abide by the regulations and policies in force at the host institution (rules of procedure and school regulation). In case of non-compliance with these obligations, the host institution reserves the right to dismiss any participating student at any time for disciplinary reasons, after having informed his/her home institution. The dismissal of individual students will not affect other programme participants.

Article 5 – Insurance

- **At ISAE-SUPAERO:**

All exchange students shall have an insurance policy for health and accident coverage valid in France for the whole of their exchange period.

All international (EU or non-EU) exchange students have also to take out public liability insurance (mandatory) in order to be covered for all activities related to both student and private life, and for renting accommodation.

- **At ITCR/Instituto Tecnológico de Costa Rica:**

All exchange students shall have an insurance policy for health, accident coverage and corps repatriation valid in Costa Rica for the whole of their exchange period.

ITCR/Instituto Tecnológico de Costa Rica will provide at least three Insurance options for enrolment before travelling at a cost to ISAE-SUPAERO students. The exchange student can also opt for international travel insurance.

Neither **ITCR/Instituto Tecnológico de Costa Rica** nor ISAE-SUPAERO assumes any responsibility for the payment of health and related accident insurance costs for incoming exchange students, including compensation for illness and injuries that occur while on the host campus.

Article 6 – Data protection and intellectual property

Processing of personal data is governed by the data protection laws applicable to each party.

Regarding the activities performed under this agreement that may fall within the scope of the Intellectual Property, all terms shall be negotiated on a mutual basis prior to the start of the collaborative project in question and defined in subsequent specific agreements signed by the parties, in accordance with the policies of each institution.

Article 7 – Liability

Each institution assumes any and all risks of personal injury, property damage or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees or agents thereof.

Article 8 – Affectio Societatis

This agreement shall not be construed as constituting any form of legal entity between the Parties, with *affectio societatis* being formally excluded.

Article 9 – Settlement of disputes

According to the international law principles, this agreement is governed by the law of the country where the implementation of this agreement takes place.

Any disputes arising as to the application or interpretation of the agreement and which have not been resolved amicably by the Parties, shall be brought before the competent court.

Article 10 – Validity, Modification and Termination of the Agreement

This agreement shall remain in force for a period of five (5) years from the date of the last signature. It may be renewed by mutual written consent for both parties for the same duration.

Amendments or changes to this agreement shall be made in writing and signed by the duly authorised representatives of the institutions.

It may be terminated by either institution providing a 6-month written notice to the other. A longer notice might be required depending on the type of cooperation agreement.

However, any termination of the agreement will in no way interrupt the activities undertaken and still in process.

Let it be stated that termination of the Framework agreement shall not interrupt the activity(ies) undertaken and still in process. The provisions of the Framework Agreement continue to apply for the period applicable.

Article 11– Number of copies

This agreement has been drawn up in two (2) original copies written in English, one (1) for each signatory institution.

For **TEC/Tecnológico de Costa Rica**

The Rector,
Jorge Alfredo Chaves Arce

For the **Institut Supérieur de l'Aéronautique
et de l'Espace**

The President,
Olivier Lesbre

Date:

Date: