AGREEMENT BETWEEN THE INSTITUTO TECNOLÓGICO DE COSTA RICA, CARTAGO, COSTA RICA AND THE ANHALT UNIVERSITY OF APPLIED SCIENCES

Between the "Instituto Tecnológico de Costa Rica", indicated hereinafter as, "ITCR" Cartago, Costa Rica, with legal certificate number 4-000-042145, represented by the Rector, Luis Paulino Méndez Badilla, Engineer, identification number 104990080, and the Hochschule Anhalt - Anhalt University of Applied Sciences, indicated hereinafter as, "HSA", represented by the President, Prof. Dr. Jörg Bagdahn.

IN CONSIDERATION OF:

- 1. Both Parties are joined by similar interests and objectives both, academically and culturally.
- 2. That joint efforts in the areas of instruction, investigation and extension of technology and related sciences are necessary in order to contribute with the economical and social improvement of their nations as well as to bring them together.
- 3. That due to their mission and objectives, universities shall look forward to establish appropriate communication channels that will allow scientific, technological and cultural exchanges.
- 4. That both Parties are committed to similar objectives in areas that promote research, instruction and cultural diffusion.
- 5. That both Parties are legally empowered to established cooperative agreements.

We accede to establish a collaborative Agreement subject to the following stipulations:

FIRST: The objective of this Agreement is to install the basis for a reciprocal cooperation that will allow the promotion and development of activities of mutual interest, such as faculty and student exchanges, research projects, as well as the exchange of academic and/or other information of mutual interest.

SECOND: ITCR and HSA accede to promote the development of research, educational and cultural activities developed under the scope of this Agreement.

THIRD: Both Parties will promote the development of joint research, technological, and cultural projects between the universities, as well as mutual cooperation in those areas.

FOURTH: Both Parties will facilitate faculty and students exchanges, subjected to the stipulations of their respective countries and the internal procedures of each Institution.

Faculty exchange shall be entitled to join work groups of specific projects developed by the host University, under previously established programs.

Both Parties will provide faculty and students with the necessary facilities.

FIFTH: Both Parties will promote mutual exchange of research information, post-graduate courses, books, publications, and any other information that supports research and education.

SIXTH: For each one of the academic, research, or technology transfer activities to be developed under the scope of this Agreement, a letter of intentions shall be signed, specifying in detail the activities to be developed; such as place, responsible entities, participants, term, program, resources, as well as the financing procedure.

SEVENTH: The coordination of this Agreement and its annual activities will be supervised by named representatives from each Institution. The representative for ITCR will be Dr. Carlos Meza Benavides, professor, Electronic Engineering School; and the representative for HSA will be Prof. Dr. Norbert Bernhard, professor, Department of Electrical Engineering, Mechanical Engineering and Engineering Management.

EIGHTH: Notifications with respect to this Agreement shall be provided as follows: ITCR main campus located 600 meters south and 600 meters east of the Courthouse of Cartago, fax (506) 2551-7424, and Anhalt University of Applied Sciences, Bernburger Str. 55, 06366 Köthen, Germany.

NINETH: This Agreement is done in duplicate in English and Spanish languages, each of which shall be of equal authenticity. In any case or conflict between the English language version and the Spanish language version the English language version shall prevail.

TENTH: This Agreement of International Cooperation will begin on the date of signature by both parties hereto, and has limit of five years, unless one of the Parties agree to terminate the Agreement with a period of 30 days until the end of a month, through written notification. The disposal will not affect the projects executed at the time. Active projects, under this Agreement, will continue until their normal conclusion and will not be affected by the expiration of this general Agreement.

ELEVENTH: There is no binding obligation for any party of this Agreement to go into negotiations or to sign any other Agreement with the other party. Each party has the right, without any obligations to terminate this Agreement or any negotiations with the other party without any costs. This Agreement does not create a legal or financial bond among the Parties. This Agreement is a declaration of purposes, which seeks to promote the development of a joint relationship and academic cooperation for the mutual benefit of the Parties. Without the prior written consent of the other party, no party has the right to transfer this Agreement or any rights under this Agreement to any other institution. This Agreement is construed under the laws of Switzerland, place of jurisdiction shall be Zurich/Switzerland.

TWELVETH: This Agreement has no fiscal value.

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Ubicación: TEC Cartago Fecha: 2020.12.15 15:28:10 -06'00'

Luis Paulino Méndez Badilla Rector Instituto Tecnológico de Costa Rica

Hochschule Anhalt

Hochschule Anhalt

MARCO **ANTONIO** ROJAS VALLE Fecha: 2020.10.20 (FIRMA)

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V.B.

Asesoría Legal - ITCR

Ref: Co-marco/10/19/2020