

## **Exchange and Cooperation Agreement.**

This agreement is entered into by:

UNIVERSITY OF DONJA GORICA (UDG), a university existing and organized according with the laws of the Republic of Montenegro, herein represented by Professor Veselin Vukotic, Rector of UDG;

And,

UNIVERSIDAD FRANCISCO MARROQUÍN (UFM), a university existing and organized according with the laws of the Republic of Guatemala, herein represented by Professor Giancarlo Ibargüen, Rector of UFM.

### RECITALS:

Whereas UDG and UFM have a mutual interest in the advancement of superior education in general and, in particular, with reference to and in order to explore and disseminate the principles of a society of free and responsible individuals;

Whereas UDG and UFM have determined that their reciprocal cooperation and exchange as described below in this agreement shall be conducive to the advancement of their goals and objectives mentioned above;

Whereas UDG and UFM share the purpose of promoting academic excellence among their faculty and students,

Now, therefore, they agree as follows:

#### 1. Access to pedagogic and intellectual materials and resources.

UFM declares that it has developed over the years a variety of materials for pedagogic use or of intellectual significance for academic pursuits both for faculty and students, which have been the object of different technological processes including their digitalization ("The Materials"). Some of The Materials are publicly available on the UFM's website and others require the UFM's authorization to access, copy, reproduce and/or utilize in any manner.

By this means UFM grants to UDG access to The Materials in the manner and through the administrative proceedings (if or when required) corresponding to any specific elements of The Materials.

UDG shall take all measures necessary or appropriate to see that The Materials are used for the pedagogic and academic purposes that The Materials are intended and UDG hereby releases UFM of any and all responsibility or liability for its failure to do so. Particularly, UDG shall take every appropriate action so that the copyrights of The Material (where applicable) be duly protected and/or respected.

UFM shall support UDG's personnel in any manner required to be able to access The Materials, however, should that access require any investment or incurring in any costs or expenses, UDG shall either undertake them or advance them to the UFM as the circumstances may require.

II. Use of libraries and access to their materials.

Both UFM and UDG hereby grant access to each other's libraries for their respective faculty members or students. Such access shall be subject to the ordinary administrative proceedings in place from time to time at each one of UDG's and UFM's libraries for their local academic communities. The parties may develop the means and procedures for the exchange of books and materials, special collections, historical items or other elements of their libraries in order for the advancement of the goals and purposes as stated in this agreement.

Particularly, the parties may enter into one or more addenda to this section of the agreement in order to support the research work of graduate students of both academic institutions.

III. On line programs.

UDG and UFM shall make available to their respective students the programs and/or courses available on line. Where applicable, the said programs and/or courses may be granted reciprocal recognition for transfer students or for the purposes of recognizing academic credit. Each one of the deans, directors of departments, or heads of academic units of UDG and UFM shall enter into the necessary protocols to this agreement as necessary or convenient to facilitate the reciprocal access of their students to the programs or courses on line offered by the other party.

IV. Exchange of faculty and students.

Each one of UDG's and UFM's deans, directors of departments, or heads of any of their academic units shall be duly appraised of this agreement and of the possibility to develop under its rules programs (actual or virtual) for the exchange of faculty members and/or students.

Neither of the parties hereto undertakes any financial obligation to support any such exchange of faculty or students except as may be specifically agreed from time to time by the competent authorities of each one of them.

Students registered in any of the schools or departments of any of UDG or UFM may apply for admission to any of the schools or departments of the other party and shall be admitted to the extent permitted by law or the applicable regulations.

V. Other academic projects.

The parties to this agreement may from time to time and through the competent authorities of each one of them endeavor to launch and develop any joint projects, be it for teaching or research purposes or both. Thus, UDG and UFM may jointly organize conferences, journeys, congresses, seminars, and/or any other such projects as they may

see fit for the advancement of their goals and purposes and within the frame work of the rules that govern their activities. Both institutions shall appraise their academic authorities as to their will and desire to carry out joint projects as discussed in this paragraph.

VI. Term and acceptance.

The parties hereto agree that this agreement shall be in force for an indefinite term and that any of the parties may terminate this agreement at its sole discretion giving the other party written notice at least three months in advance. In any such case, both parties shall take the necessary measures, administrative or otherwise, so that any pending business be adequately concluded and that the faculty and/or students of any the parties that may be involved in any program, course, project or activity under this agreement be timely and appropriately advised in order that their academic pursuits shall not be affected.

UDG and UFM through their respective legal representatives and rectors hereby ratify this agreement and sign it in acceptance thereof on this 22<sup>nd</sup> of December of 2010.

UNIVERSITY OF BONA GORICA

  


Signed in the city of Podgorica  
by Professor Veselin Vukobratovic, Rector

UNIVERSIDAD FRANCISCO MARROQUÍN

Signed in Guatemala City

By Professor Giancarlo Ibargüen, Rector