

**COOPERATION AGREEMENT FOR THE EXCHANGE OF STUDENTS
BETWEEN**

**UNIVERSIDADE CATÓLICA PORTUGUESA
for the INSTITUTO DE ESTUDOS POLÍTICOS (IEP), PORTUGAL**

AND

**UNIVERSIDAD FRANCISCO MARROQUÍN
for the INSTITUTO DE ESTUDIOS POLÍTICOS Y RELACIONES INTERNACIONALES
(EPRI), GUATEMALA**

Universidade Católica Portuguesa,
Represented by its Director, João Carlos Espada.....,
....., Lisboa. Portugal
Acting for and on behalf of the Instituto de Estudos Políticos (IEP)
Hereafter referred to as «UCP-IEP»
On one hand,

And

Universidad Francisco Marroquín,
Represented by its president, Gabriel Calzada
6 calle final, zona 10 Guatemala City (Guatemala)
Acting for and on behalf of the Instituto de Estudios Políticos y Relaciones
Internacionales (EPRI)
Hereafter referred to as «UFM- EPRI»
One the other hand,

Hereinafter collectively referred to as « the Universities »,

The following has been agreed:

PREAMBLE:

Universidade Católica Portuguesa and Universidad Francisco Marroquín wish to establish an academic cooperation relationship between the two institutions, through the setting up of a student exchange program.

ARTICLE 1 – Purpose of the agreement

Universidade Católica Portuguesa and Universidad Francisco Marroquín have agreed, in accordance with the laws and regulations in force in each country and the provisions specific to each university, to create, facilitate and develop a mutual exchange of students on the basis of reciprocity.

The purpose of this agreement is to define the principles and conditions in which to implement a student exchange program between the Universidade Católica Portuguesa and Universidad Francisco Marroquín.

This student exchange program is open to students belonging to the Instituto de Estudos Políticos (IEP) at the UCP, and to students belonging to the Instituto de Estudios Políticos y Relaciones Internacionales (EPRI) at the UFM.

All references made to students refer both to undergraduate (licenciatura) and graduate MA students, leaving doctoral studies outside the scope of this agreement.

The present agreement especially takes into consideration that:

- UFM has opened a branch in Spain, operating as a foreign university
- UCP-IEP organizes an annual event named the Estoril Political Forum, dedicated to exploring the main challenges and opportunities for individual freedoms and Western values

ARTICLE 2 – Number of exchange students

Each university shall suggest a maximum of two (2) students for one academic year, that is to say a maximum of four (4) students for one semester each year.

Each institution will aim at maintaining reciprocity in the number of students exchanged each year. An arrangement may be found over the duration of this agreement if a balance is not achieved over one year, after express consent by both universities.

ARTICLE 3 – Student Selection Procedures

Likely applicant students shall be selected by their home university according the following requirements:

- Students must be registered on a regular basis in their home university during the exchange
- Students must prove a good academic level
- Students must be fluent in English or in the language of instruction in the receiving university.

Applicant exchange student files shall reach the receiving university:

- no later than April 30th for UFM-EPRI students wishing to join UCP-IEP for the first semester or for the full academic year, and no later than October 30th for the second semester.

- no later than October 30th for UCP-IEP students wishing to join UFM-EPRI for the first semester, and no later than May 31st for the second semester. The same deadlines apply for students wishing to join UFM-EPRI for a full academic year.

The receiving Institution reserves itself the right to give the final decision concerning the admission of the candidates.

This final decision shall not occur more than two (2) months before the beginning of the classes, to ensure that the students will have enough time to complete the needed procedures (visa, housing...).

ARTICLE 4 – Duration of the exchange program

The duration of the exchange can be one or two semesters.

It is understood that each university has the following academic calendar:

- in the UCP-IEP, each academic year is divided into two semesters:
 - o 1st semester: from beginning of September to end of January
 - o 2nd semester: from January to mid-July
- in the UFM-EPRI the academic year consists of two semesters:
 - o 1st semester: from beginning of January to end of May
 - o 2nd semester: from end of July to the beginning of December

Students participating in the exchange shall comply with the academic calendar of the receiving institution.

ARTICLE 5 – Student registration and welcome

5.1 Registration

The positive and formal acceptance of a student by the receiving university shall lead to the registration of the student by the said university.

Students pay registration fees in their home university, and are exempted from registration fees and other compulsory tuition fees in the receiving institution.

5.2 Student status

Exchange students receive the same rights and benefits as students regularly registered in the receiving university. The receiving university as far as possible provides assistance to the students regarding administrative procedures throughout their stay.

Each university expects the exchange students it receives to act in accordance with the local laws, and the rules and regulations of the receiving institution. If a student behaves inappropriately during the exchange, the two universities will consult to handle the problem.

5.3 Visa

Exchange students are responsible for obtaining all required visas and must comply with the immigration laws and the regulations in force in the country of the receiving university.

5.4 Insurance

Students must purchase a full-coverage medical insurance.

ARTICLE 6 – Pedagogical terms

6.1 Choice of classes

Exchange students attend classes corresponding to their major field of study and/or to the academic program dedicated to international students in the receiving university. Both universities will make every effort to integrate in the curriculum of the students the courses they attend in the receiving university, and to ensure the academic recognition of these classes in their home university.

6.2 Student assessments

At the end of the exchange program, the receiving university shall deliver a transcript of records to the home university, clearly indicating the exams taken by the student, the grade and the number of credits obtained.

The home university will transfer the credits according to the transcript delivered by the receiving university, according to its own scoring system and assessment methods.

6.3 Award of diploma

The final delivery of the university diploma for the academic year as an exchange student remains the exclusive competence of the home university. No diplomas will be awarded by the receiving institution.

6.4 Learning Agreement (Annex I)

A Learning Agreement concerning the courses to be done in the visiting institution and credited at the home institution will be signed by the responsible person on both institutions.

ARTICLE 7 – Financial provisions

7.1 Registration fees

Students pay registration fees in their home university, and are exempted from registration fees and other compulsory tuition fees in the receiving institution.

7.2 Living expenses

Students have to pay for all expenses related to their stay in the receiving institution: visa, international and local transport, living expenses, housing costs, health insurance and other costs related to studies (textbooks, supplies...) and all other personal expenses.

7.3 Between the universities

This agreement is based on the exchange reciprocity and exclusively within the framework of this program; therefore no invoicing shall occur between the two universities.

ARTICLE 8 – UFM Madrid

Both universities wish to take advantage of the opportunities offered by the UFM branch in Madrid (Spain) in order to carry out joint teaching or research programs.

UCP-IEP students can access the UFM-EPRI academic programs in Madrid under the same conditions as UFM students.

Both universities will be able to conclude specific agreements related to UFM Madrid through an exchange of letters or emails.

ARTICLE 9 – Estoril Political Forum

Both universities consider that the Estoril Political Forum is an opportunity to increase the contact between their students, gathered around discussions and debates of interest for their formation.

The UCP-IEP offers the participation fee to the UFM-EPRI students under the same conditions as UCP-IEP students. For the 2 annual, or 4 semester, students, which choose the Estoril Political Forum as a credited course in their learning agreements, and that includes to do the evaluation process for the EPF, the attendance would be free, like is contemplated in the Art. 7 of our agreement on Registration fees.

Other students from University Francisco Marroquin can attend the Estoril Political Forum, to them the same fee that apply to other IEP Students will apply: 50 € for the 3 day attendance, it does not include meals, nor accommodation or the credits.

ARTICLE 10 - Emergency

In the case of an emergency, both universities undertake to inform the other university immediately, and will concert to determine the best conduct.

ARTICLE 11 – Supervision of the cooperation

In order to ensure the monitoring of this collaboration and the proper application of this agreement, the two universities undertake for the duration of the cooperation to:

- Exchange information related to this cooperation and its fulfilment,
- Consider the results obtained through this collaboration,
- Define and implement remedial actions if necessary,
- Consider the following collaboration when appropriate,
- Potentially identify other collaborations or common initiatives.

Offices and persons identified as referents are:

For UCP-IEP:

Ivo de Moreira (Dr.)
Coordinator for International Programs

....., Lisboa, Portugal

Telephone: 251 21 721 4107

E-mail: Imorim@iep.lisboa.ucp.pt

For UFM-EPRI:

Ms. Carolina Santos

Academic Outreach Coordinator

Address: 6 calle final, zona 10. Guatemala City, Guatemala.

Telephone: +502 2338 7779

E-mail: csantos@ufm.edu

ARTICLE 12 – Confidential Information

When dealing with the exchange of information, documents or elements identified as having a confidential nature, the universities are required to take all necessary measures to prevent it from being disclosed to an unlegitimate third party.

ARTICLE 13 - Communication and use of logos

The universities authorize communications on the partnership, whatever the medium used, subject to written approval on editorial contents.

In particular, the universities undertake to communicate via their respective websites, and to exchange their logos and Internet links for publication on their respective websites.

Finally, all communication formats associated with this cooperation must mention minimum both universities and their logos if possible.

ARTICLE 14 – Duration of the agreement

This agreement shall take effect on the date of signature for a period of five (5) years. Any renewal must be undertaken in the form of a new written agreement.

ARTICLE 15 – Amendments to the agreement

Any amendment of this agreement must be commonly agreed upon and formalized by the signature of a written addendum signed by both universities.

ARTICLE 16 – Cancellation

Apart from the normal expiry of the term, the agreement can be cancelled for the following reasons:

- This agreement would be cancelled automatically and without compensation of any kind, in all cases recognized as force majeure.
- The agreement can be automatically cancelled in the case of infringement, notified by registered letter with acknowledgement of receipt.
- By decision of the UCP-IEP or UFM-EPRI submitted by registered letter with acknowledgement of receipt, with three months' notice, except in case of an emergency.
- At any time, the Universities can cancel this agreement by mutual agreement written and signed in two authentic copies.

In the event of termination or non-renewal during the academic year, the universities undertake to maintain their commitment and the resulting obligations for the current academic year.


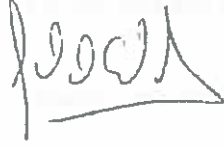

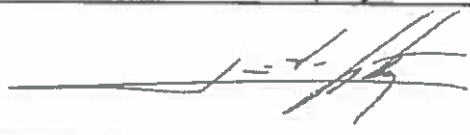
ARTICLE 17 - Arbitration

Any dispute resulting from the interpretation and/or the implementation of this agreement shall be settled amicably. The universities can have recourse to conciliation and/or arbitration to reach an agreement.

If the dispute persists, it will be referred to the Court of the Defendant which will apply the law of the Defendant.

This Memorandum of Understanding is written in English.
Two originals are signed, so that each institution shall keep an original.



.....	Gabriel Calzada
	
President Universidade Católica Portuguesa Portugal	President Universidad Francisco Marroquín Guatemala
Joao Carlos Espada	Javier Fernández-Lasquetty
	
Director Instituto de Estudos Políticos	Director Instituto de Estudios Políticos y Relaciones Internacionales



ANNEX I