


Universidad Pedagógica and tecnológica de Colombia

Colombia

and


Jamia Millia Islamia , New Delhi

India

AGREEMENT OF COOPERATION SIGNED ON THE ONE HAND BY JAMIA MILLIA ISLAMIA REPRESENTED BY THE REGISTRAR  ANIS UR RAHMAN, HEREAFTER "JMI" AND ON THE OTHER HAND, THE UNIVERSIDAD PEDAGOGICA Y TECNOLOGICA DE COLOMBIA (Pedagogical and Technological University of Colombia), REPRESENTED BY ALFONSO LOPEZ DIAZ, HEREAFTER THE "UPTC", IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

DECLARATIONS

FIRST- THE JMI DECLARES:

That Jamia Millia Islamia, a Central University created by an enactment of the Parliament of India (i.e the Jamia Millia Islamia Act, 1988) is a body corporate with a perpetual succession and a common seal (acting through its Registrar  Anis Ur Rahman)

AND WHEREAS it is the statutory object of the Jamia Millia Islamia University to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavour to provide to students and teachers the necessary atmosphere and facilities for the promotion of:

- (i) innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality,
- (ii) studies in various disciplines :
- (iii) inter-disciplinary studies,
- (iv) national integration, secularism and international understanding.

SECOND- The Universidad Pedagogica and Tecnologica of Colombia "UPTC" declares:

- I. That it is a decentralized government agency with legal personality, and with the capacity to acquire and manage property, whose objectives include, among others: education, research, cultural promotion and university extension, according to the University's organic law passed by the Constitutional Congress of the State of Colombia by means of executive order No. 2655, published in the Official Gazette of the State Government on 1953.
- II. Mr. ALFONSO LOPEZ DIAZ, was sworn in as PRESIDENT (Rector) of the University Pedagogica and Tecnologica of Colombia for the period lasting from 2007 to 2010, in accordance with Article No.30 of the University's organic law, passed by the Constitutional Congress of the State of Colombia by means of executive order No. 106, published in the Official Gazette of the State Government on 2006, thus having the power, in his capacity as President, to sign this instrument.
- III. That its legal residence is located at Tunja, Boyacá, Colombia.

THIRD.- Both parties declare:

NOW THEREFORE the Jamia Millia Islamia and the Universidad Pedagogica and Tecnologica of Colombia have intended, agreed and consented to the following terms and deeds in pursuance of a common intent to establishing academic cooperation programs, joining efforts and resources, sharing knowledge and information in order to strengthen the common and complementary capacities, ensuring a firm development of the activities of both institutions, it is their wish to exchange collaborative support as to the following:

FIELD OF COOPERATION:

- A).- Faculty exchange in order to participate in conferences, symposia, workshops and research and teaching seminars to consolidate academic relations.
- B).- Short-term faculty exchange to contribute to the consolidation of high-quality training programs for Human Resources.
- C).- Faculty and administrative exchange to support research projects and programs.
- D).- Counseling exchange concerning aspects of either academic or administrative expertise or services for the improvement of the activities that are carried out within the institutions.
- E).- Establishment of channels of communication that allow the dissemination of scientific and cultural activities.
- F).- Collaborations in the sharing of academic data, scientific and technological information, intellectual property, articles and publications.
- G).- Exchange undergraduate and postgraduate students according to the programs offered by each one of the participating Institutions.
- H).- Advice surgeries, placements and executive training.

In accordance with the terms and conditions herein set forth, both parties willingly agree to accomplish the above mentioned.

C L A U S E S

FIRST- The details for the efficacious implementation of this Memorandum of Understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions. Both parties undertake to present specific work programs to collaborate in tasks of common interests, which if approved by both institutions will require a separate document, elevated to the category of specific cooperation agreements.

SECOND- The above specific work programs will accurately describe the tasks to be carried out as well as all data and documents necessary to determine exactly the reasons, objectives and the full implications of each of the programs, which should be adequately balanced in terms of the benefits and obligations for both parties.

THIRD.- Concerning every specific cooperation agreement that the first clause makes reference to, it will be emphasized that the staff assigned from each institution to perform joint tasks will remain completely under the guidance of and dependence on the institution

they are currently working at, whether they render their services outside the facilities of such institution or to the ones they have been assigned.

FOURTH- The parties to this Memorandum may, by mutual consent, add modify, amend, delete review or revise any term (s) and condition (s) of this Agreement.

FIFTH- The intent and implementation of this Memorandum is **SUBJECT** to the policies of the respective States and the laws of the land.

SIXTH- If during the program's execution the staff involved come from other institutions, they will always remain under the guidance of and dependence on those institutions. Thus, their participation won't give rise to work relations neither with the JMI nor with the "UPTC".

SEVENTH- In case they cannot fairly provide totally or partially such resources, both parties will try to get from other institutions and government departments or international organizations jointly or separately the resources necessary for the development of programs related to the specific cooperation agreements.

EIGHTH- Each of the specific cooperation agreements the first clause refers to, will contain the terms necessary to regulate copyright concerning materials made as a result of collaborative work and the industrial kind (patents, invention certificates and model register or industrial drawing, etc.), That may arise from the research work.

NINTH- This agreement shall in the first instance be valid and binding for a term of three (3) years effective as of the signing of this agreement and may be extended under request of both parties for another three years. However, this agreement can be terminated when both parties determine to do so by mutual agreement or by either side by giving a notice of six months to that effect in writing. However, notwithstanding the Notice of the intent to terminate the Memorandum, all rights, obligations and corresponding duties flowing and subsisting therein shall be respected and mandated till the finalisation and accomplishment thereof.

TENTH- The parties to this Memorandum of Understanding undertake to treat as "**confidential and privileged**" information of the other institution which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

ELEVENTH- This Memorandum of Understanding shall require the ratification of the competent academic / executive body of both the institutions.

TWELFTH- Each of the institutions is fully responsible for the transportation of their staff (round and local trips), whereas hosting institutions will be responsible for their living expenses.

THIRTEENTH- Upon termination of this agreement, both parties agree on complying with each of the terms this document consists of and that have not been accomplished by the date of termination of the agreement.

FOURTEENTH- General, administrative and academic information, which derives from this agreement, should be addressed as appropriate for JMI to THE REGISTRAR and as appropriate for the "UPTC", Director of International Relations Office.


Having read the present agreement and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

Signature at New Delhi on this the eighth day of March 2009

The Jamia Millia Islamia

The Universidad Pedagogica and Tecnologica of Colombia "UPTC"

By: 
Sh. Registrar


ALFONSO LOPEZ DIAZ
Rector



Witness


General Agreement
for
Institutional Cooperation
Between