

**INTERINSTITUTIONAL SUPPORT AGREEMENT
FOR THE DEVELOPMENT OF UNIVERSITY INTERNSHIPS
BETWEEN SECRETARIA GENERAL DE LA COMUNIDAD ANDINA AND PONTIFICIA
UNIVERSIDAD JAVERIANA**

This Agreement is entered into by and between the undersigned parties: **SECRETARIA GENERAL DE LA COMUNIDAD ANDINA**, a legally constituted entity with TIN No. 20508930225, and legally represented by its general manager of operations and finance, **DOLLY ARIAS CASAS**, of legal age, domiciled in Lima, Perú, and bearer of Peruvian identity card of External Relations Ministry No. 20191856 issued in Lima, as registered in the certificate of incorporation issued by central immigration registry(attached to this agreement), hereinafter referred to as **THE ENTITY**, on the one hand; and **PONTIFICIA UNIVERSIDAD JAVERIANA**, a private, non-profit, higher education institution, legally constituted as per Resolution No. 73 of December 12, 1933, issued by the Ministry of Government, duly recognized as a University by Decree 1297 of May 30, 1964, and represented in this agreement by its Dean of the Faculty of Social Sciences and special assignee **GERMAN RODRIGO MEJIA PAVONY**, of legal age, domiciled in Bogotá D.C., and bearer of Colombian identity card No 3.181.679 issued in Bogotá, as attested by the public deed attached to this agreement, hereinafter referred to as **THE UNIVERSITY**, on the other. Both institutions have agreed to sign this **INTERINSTITUTIONAL SUPPORT AGREEMENT FOR THE DEVELOPMENT OF UNIVERSITY INTERNSHIPS**, which shall be governed by the following clauses:

CLAUSES:

FIRST: OBJECT. The purpose of this agreement is to establish the basis for cooperation between **THE ENTITY** and **THE UNIVERSITY** for the integrated development of a program of university internships, whose aim is to provide **THE UNIVERSITY** with a quota of internships available for students' education according to their knowledge, abilities and skills.

PARAGRAPH: For **THE UNIVERSITY** and **THE ENTITY**, a university internship means the application of the knowledge, values and skills that students have acquired during their degree courses, in a field of related activities which are socially oriented and consistent with the needs of the country.

SECOND. NATURE OF THE AGREEMENT. This agreement is essentially academic. Therefore, none of the contract types established in clause ninth will generate any labor relation or solidarity between **THE UNIVERSITY** and **THE ENTITY**.

THIRD. COMMITMENTS OF BOTH PARTIES. By virtue of this agreement, the parties commit to the following:

3.1. THE UNIVERSITY:

3.1.1. To shortlist internship students according to **THE ENTITY**'s needs, which will be previously indicated in a document at the beginning of every internship term. Such document will be part of this agreement and will be referred to as **TERMS OF REFERENCE**.

3.1.2. To provide **THE ENTITY** with a list containing the names of the candidates at least fifteen (15) days before the starting date of the internship.

3.1.3. To assign the number of students required by **THE ENTITY** for each academic term.

3.1.4. To sign, directly with the students selected by **THE UNIVERSITY** and approved by **THE ENTITY**, a document stating the activities to be carried out during the internship period, length of the internship, and obligations taken on. This document shall be attached to and be part of this Agreement.

3.1.5. To guarantee the number of practicing students and their permanence throughout the whole internship period. If a student were to be substituted due to any of the causes established in clause eleventh of this Agreement, this obligation will be conditioned to the existence of students capable of carrying out the same tasks assigned to fulfill the requirements demanded by **THE ENTITY**.

The absence of students or the impossibility to place them in internships will cause this agreement to be suspended but not finished, until it is feasible to reinstate it with new students or with a new quota.

3.1.6. To inform **THE ENTITY** of any change in the student's program of studies that may affect the development of the internship at least thirty (30) days before such changes take place.

3.1.7. To supervise the development of the internships, and to protect any students' intellectual property derived from the internship being carrying out.

3.1.8. To appoint a Coordinator for the execution of this Agreement who will be considered the Internship Coordinator.

3.1.9. To provide **THE ENTITY** with the participant's performance evaluation form in accordance to what is stated in clause seventh of this Agreement.

3.1.10. Any other commitments derived from the present Agreement and from the kind of contract established by **THE ENTITY**.

3.2. THE ENTITY:

3.2.1. To inform **THE UNIVERSITY** before the starting date of the internship, about the number of participants required for each academic period, as well as the minimum requirements students should meet, through a written document which will be part of this agreement and referred to as **TERMS OF REFERENCE**.

3.2.2. To select the students who will join the internships from the shortlist provided by **THE UNIVERSITY**.

3.2.3. To provide the students with the necessary means to receive complete and methodical professional education according to the agreed internship.

3.2.4. To provide the academic counseling that the internship may require.

3.2.5. To appoint a coordinator for the implementation of this Agreement who will act as the Internship Coordinator.

3.2.6. To assess the participants' performance by using the evaluation form and guidelines provided by **THE UNIVERSITY**.

3.2.7. To hire the students through any of the kinds of contracts established in Clause ninth of this Agreement, and to fulfill the obligations derived from each kind of contract.

3.2.8. To allow **THE UNIVERSITY** to observe directly the activities done by the students through visits to the facilities or other places where they are carried out.

3.2.9. To assign students tasks and activities which are directly related to their field of study and consistent with the guidelines established by **THE UNIVERSITY**.

3.2.10. Any other commitments derived from the present agreement and from the kind of contract established by **THE ENTITY**.

FOURTH. COMMITMENTS OF INTERNSHIP STUDENTS. For the development of the university internships hereby agreed upon, students should:

4.1 Be registered in a program of studies where an university internship is an elective o requirement in order to be granted a degree in such program.

4.2 Meet the minimum requirements established by their School to carry out the internship.

4.3 Be willing to perform the activities established by **THE UNIVERSITY** and **THE ENTITY** where they will do the internship. Such activities will be specified in a written document

signed at the start of the internship agreement with **THE UNIVERSITY**, according to clause 3.1.4. of this agreement.

- 4.4 Strictly follow **THE ENTITY**'s technical, academic, administrative and disciplinary rules, norms and procedures.
- 4.5 Keep **THE ENTITY**'s schedule for the internship.
- 4.6 Expressly declare that they do know, understand and accept the fact that they depend academically on **THE UNIVERSITY**, and that their relationship to **THE ENTITY** is strictly academic.
- 4.7 Keep in absolute confidentiality all information related to **THE ENTITY** or its employees. Refrain from using such information for student's or third parties' benefit, and from reproducing or spreading information they have access to as a result of the internship. Any violation to this commitment will bring about the corresponding legal sanctions upon the student.
- 4.8 Take out the life insurance policies required to carry out internships abroad whenever necessary. The University is not liable to the student or **THE ENTITY** by the potential risks, damage or injury that could be submitted during the term of university internship.
- 4.9 Pay the necessary fees for transportation to carry out international internships.
- 4.10 Be responsible for any possible damages caused to **THE ENTITY** during their internship.

PARAGRAPH ONE: Failure on the part of the student to comply with any of the commitments herein mentioned will bring about the disciplinary sanctions established by **THE UNIVERSITY**, and may also cause the student to fail the academic subject corresponding to the internship. In such case, no registration reimbursement will be paid.

PARAGRAPH TWO: It is **THE UNIVERSITY**'s responsibility to inform selected internship students about each and every aspect contained herein.

FIFTH: NUMBER OF INTERNSHIP STUDENTS. The number of internship students for each academic term will be agreed upon by the parties, taking into account students' availability in each program and **THE ENTITY**'s needs.

SIXTH. SUPERVISION OF INTERNSHIP STUDENTS. **THE UNIVERSITY**, with the help of the Internship Coordinator, will monitor periodically the work done by internship students, and **THE ENTITY** agrees to provide the necessary cooperation to that aim.

SEVENTH. ACADEMIC ASSESSMENT. THE UNIVERSITY, with the help of the Internship Coordinator, will ask **THE ENTITY** to assess the student's performance during the internship in the form established by **THE UNIVERSITY**. This assessment will be taken into account by **THE UNIVERSITY** to assign the final grade for the internship. The minimum grade required for passing will be three (3,0) over five (5,0).

EIGHT. LENGTH OF THE INTERNSHIP. The length of each internship will be agreed upon by the parties taking into account the student's program of studies and **THE ENTITY's** needs. **THE UNIVERSITY** shall communicate to **THE ENTITY** the stipulated time for the internship in each program before the internship actually starts.

NINTH. KINDS OF CONTRACT. THE ENTITY may hire selected students, under specific regulations according to the legal provisions in force, through one of the following kinds of contract:

9.1. **INTERNSHIP AGREEMENT:** Under this kind of contract, the student will carry out tasks according to academic regulations. In order to reach the object of this agreement, **THE ENTITY** may provide internship students with some sort of compensation for their work, in money or in kind, for transportation and food expenses. Such compensation shall not constitute, whatsoever, payment of salary or social benefits.

9.2. **LABOR CONTRACT:** Under this kind of contract, the student will carry out tasks according to labor contract conditions. However, no labor relationship will be established between **THE UNIVERSITY** and the student by virtue of this labor contract.

TENTH. DURATION OF THE AGREEMENT. This Agreement shall be valid for a period of 1 years. Once this time is fulfilled, the agreement will be automatically extended for equal periods, unless there is a notice from one party to the other during the thirty (30) days prior to fulfillment of the agreement.

ELEVENTH. TERMINATION. This Agreement may be terminated, without prejudice to the other causes established by the law, in the following events:

11.1. Expiration of the period of time herein agreed upon or of any of its extensions.

11.2. Mutual consent.

11.3. Written notification by any of the parties to the other, thirty (30) days before the date it is planned to be ended.

TWELFTH. DISPUTE RESOLUTION: The parties shall make every reasonable effort to solve any disputes by reason of content or scope of the dispositions contained in this Agreement. The applicable law will be the applicable regulations of the jurisdiction in which **THE ENTITY** is domiciled.

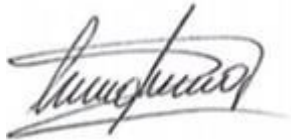
THIRTEENTH. ASSIGNMENT. None of the parties shall neither transfer its position, rights or obligations derived from this Agreement, nor subcontract its obligations without the previous written consent of the other party.

FOURTEENTH. ENTIRE AGREEMENT AND REFORMS. This document and its appendixes constitute the entire agreement entered into by the parties with a particular purpose. Therefore, this Agreement revokes explicitly all-over previous verbal or written agreements related to its object matter.

Any modification to the terms herein stated shall be made in writing with the signature of both parties.

In witness whereof, the parties have signed two copies of equal value and content of this document in Bogotá D.C. on the 11 day of November of the year (2021).

THE ENTITY



DOLLY ARIAS CASAS
Legal Representative

**SECRETARIA GENERAL DE LA COMUNIDAD
ANDINA**

THE UNIVERSITY



GERMAN RODRIGO MEJIA PAVONY
Dean of the School of Sciences Social and
special assignee
PONTIFICIA UNIVERSIDAD JAVERIANA