



UNIVERSITY AGREEMENT WITHIN AN ACADEMIC FRAMEWORK ENTERED UPON BY UNIVERSIDAD DISTRITAL FRANCISCO JOSE DE CALDAS – UDFJC (COLOMBIA) AND NATIONAL ACADEMY FOR THEATRE AND FILM ARTS – NATFA (BULGARIA)

Between the signing parties: **CARLOS JAVIER MOSQUERA SUAREZ** of legal age, residing in the city of Bogota, identified with national ID No. 79,296,179 issued in Bogota, who is the University President and Legal Representative of **UNIVERSIDAD DISTRITAL FRANCISCO JOSE DE CALDAS** ID Number 899999230-7, established under common consent on February 5th, 1948 and issued by the Bogota City Council, operating at 7th Avenue No.40-53 in Bogota D.C. – Colombia. Autonomous University Organization of Public Higher Education belonging to the Capital District of Bogota – Colombia, appointed under Resolution No 01 of the University Superior Council dated January 29th, 2015 and in use of all legal attributes and who from here on will be called the **UDFJC** on one side, and on the other side Prof. Dr. **STANISLAV TODOROV SEMERDJIEV** identified with national ID No 641789412 issued in Sofia who is the **RECTOR** and Legal Representative of the **NATIONAL ACADEMY FOR THEATRE AND FILM ARTS** located at Sofia, Bulgaria, Higher Education Institution registered in the National Registry of Universities of the Minister of Education and Recognized Officially of the Ministry of Education and who from here on will be called **NATFA**, they agree to ratify this **AGREEMENT WITHIN AN ACADEMIC FRAMEWORK OF ACADEMIC COOPERATION** keeping in mind the following considerations.

- 1) That both institutions consider of common interest to promote the cooperation and collaboration for scientific and technological development, looking for practical applications of knowledge to benefit society.
- 2) That both institutions wish to endorse an **agreement with a framework of cooperation** to implement and regulate an eventual acceptance of specific agreements that will allow the implementation of programs, projects and academic, scientific and technological events in the different areas of common interest.
- 3) That cooperation and coordination are beneficiary for both institutions since the integration of resources allows better quality, span, efficiency and reduces expenses in common objectives.
- 4) Because of this, both parties agree to execute this **agreement with a framework of cooperation** which will be the basis for these clauses.

FIRST CLAUSE – OBJECT: The object of this agreement deals with the regulation and cooperation between **UDFJC** and the **NATFA** in the scientific, cultural, teaching, technical-educational, technical-administrative and pertaining to the students to allow the development of research projects, teaching programs and long distance learning and staging academic events in areas with a common interest.

SECOND CLAUSE – ACTIVITIES AND PROJECTS: The purpose of this agreement is to implement activities and projects in a joint effort in all kinds of issues that are meaningful for the institutions they represent. Amongst these activities only mentioning but not limiting is the following:

- 1) Develop joint projects of investigation.
- 2) Encourage the academic mobility of students and faculty.
- 3) Organize academic events.
- 4) Interchange publications, research and any other kind of academic material that could be important as well as joint publications.
- 5) Negotiate specific interesting projects to both parties in as much possible with outside financing.
- 6) Other collaborations of joint interest.

THIRD CLAUSE – DEVELOPMENT OF SPECIFIC ACTIVITIES: The implementation of each activity expected in the object from which is prohibited any alteration, which will be established in Specific Collective Bargaining which have been adapted in this agreement through the signature of the legal representatives of the contracting parties which will be in force for the duration of this agreement.

FOURTH CLAUSE – JOINT COMMITMENTS: For the proper fulfillment of the object of this agreement, both parties are thus obliged.

- a) To present programs and develop joint projects of scientific, technological, or educational research in those issues of mutual interest and stimulate participation in national and international academic cooperation networks that go along with our joint projects.
- b) To assist in the interchange of academic personnel either faculty doing research or advising in fields of interest for both institutions, as well as facilitating the interchange of undergraduate and graduate students of both institutions to facilitate their participation in courses and other academic activities to complement their academic development.
- c) Organize seminars, conferences, symposiums, meetings and other events academic, cultural or sporting events of interest to institutions, as well as records, diplomas, and recognition of derived events from this agreement, in related cases and according to the applicable normative.
- d) Promote the joint publications which come out of the academic activities and research projects under this joint venture in a joint edition with national and international publishing houses either institutional or commercial.



- e) Formulate specific projects of common interest to both parties with the financial backing of national and international resources.
- f) Broadcast through any media available the activities performed under this agreement and the results thus found giving credit to the corresponding parts and any other necessary for the performance of the object of this agreement.

FIFTH CLAUSE – COORDINATING COMMITTEE: In order to follow up for compliance of the agreement a coordinating committee will be formed, made up with the directors of international relations and intra institutional of each institution and an appointed faculty member with technical knowledge in the area in which the specific activities will be dealt.

The functions that the coordinating committee will develop in the fulfillment of this agreement within an academic framework will be the following:

- a) Elaborate and approve the activities to be developed within the framework of this agreement.
- b) Establish the methodology and techniques that will be used in the execution of specific agreements.
- c) Prepare the general terms for the specific agreements.
- d) Perform periodic evaluations in the development of this agreement.
- e) To report in a timely manner any anomalies that interferes with the development of this agreement.

SIXTH CLAUSE – DURATION: The present agreement will have a duration of five (5) years beginning on ratification, however the parties may extend it or end it by common agreement according to a previous evaluation of the results of its impact during the (30) thirty days previous to its termination.

PARAGRAPH: The agreement must be valid until the execution of the specific agreements agreed upon for the execution of the activities and/or derived projects.

SEVENTH CLAUSE – VALUE: The present agreement within an academic framework has no value, considering that it is merely an academic cooperation which causes no economic drainage for any of the parties. However with respect to the derived specific agreements for each one of the projects and approved studies the parties have the freedom to decide depending on the specific case about the disposition and budget considerations.

EIGHTH CLAUSE – AGREEMENT RULES: The present agreement does not originate a new legal person and it is run essentially by the following rules:



- a) Each one of the parties is responsible only for the obligations defined in this agreement and in no case or ever can become an obligation shared by the two parties.
- b) Any property whatsoever that any of the parties contributes to the agreement will forever become a property of the university agreement upon the execution of the agreement.
- c) The resources or products generated during the agreement will be shared between the parties in the same way as shown by each specific agreement.

NINTH CLAUSE – CAUSES OF TERMINATION: The present agreement could be ended for any of the following reasons:

- 1) To fail to comply with any of the arrangements already agreed upon and which has not been dully repaired within the following thirty (30) days from the day in which the affected party has notify the other party in written form.
- 2) By mutual agreement and in written form between the two parties.
- 3) Time expiration of the agreement.
- 4) Impossibility to develop the object of the agreement.
- 5) Any other causes that the law may foresee for this type of agreements..

PARAGRAPH: Independent from the motive for termination, the programs, projects or activities that may be in place at the moment will continue until the date set and approved for its conclusion.

TENTH CLAUSE - TEMPORARY SUSPENSION: The time lapse of this agreement can be suspended under the following events:

- 1) For circumstances beyond any control or any other reason that by chance impede the execution of a task at hand.
- 2) By mutual agreement, as long as no damage is caused to nay of the parties.

PARAGRAPH: In this issue the parties will sign a decree of suspension of the agreement as well as a decree of restablishing. The term of the suspension will not be taken into account for the effects of the normal time lapse of the agreement.

ELEVENTH CLAUSE - LIQUIDATION: The present agreement will be liquidated by mutual agreement between the parties within the following four (4) months after conclusion of the agreement; thus, the coordinating committee will present aa final report of all activities.

TWELFTH CLAUSE - EXCLUSIVENESS: In all cases the parties will keep their individuality and autonomy of their respective technical administrative and academic structures and will meet particularly their responsibilities, enabling them to go into similar agreements with other institutions.

THIRTEENTH CLAUSE - PRINCIPLES: The **UDFJC** and the **NATFA** will behave in accordance with good faith and efficiency so that the results of this agreement will be successful.



FOURTEENTH CLAUSE - INDEMNIZACION: In the event that differences come up between the two parties while this agreement is in force they will look for mechanisms to solve these problems such as direct negotiation or reconciliation. In this event the parties will have a time lapse of sixty (60) working days counted from the date on which any of the parties presents a complaint, this time lapse could be postponed by mutual agreement in written form.

FIFTEENTH CLAUSE- RESOLVING CONFLICT: The contracting parties affirm that the present agreement is based on good faith and that they will do everything possible to see it carried through. In case there is a misunderstanding the two parties have committed to resolve directly and voluntarily the differences that may occur. In all cases they will look for speedy and direct solutions, and they will prefer the use of direct resolution mechanisms such as extra judicial reconciliation, friendly composition and transactions with due regard of other authorizations that may have taken place.

SIXTEENTH CLAUSE - CESION: The present agreement cannot be exceeded in its whole or in part by UDFJC without previous written authorization by NATFA and vice versa and this condition covers all other agreements and contracts derived from the original agreement.

SEVENTEENTH CLAUSE – LEGAL CAPACITY, DISQUALIFICATIONS AND INCOMPATIBILITY: The parties are certifying through their signatures that they count with the legal capacity to carry on their duties and that they are not involved in any legal proceedings for disqualification or incompatibility as prescribed by the law.

EIGHTEENTH CLAUSE – LABOR RELATIONS: None of the parties or anybody participating in this agreement can have a labor relation with the other party.

NINETEENTH CLAUSE – UNFORSEEN SITUATIONS: The unforeseen situations in the present agreement will be dealt through representatives of UDFJC and NATFA by common consent. Any modification under study for this agreement must be written and subscribed by the parties on dispute.

TWENTIETH CLAUSE – INTELLECTUAL PROPERTY AND THE USE OF INFORMATION: The information needed to see this agreement through and which is a result of the cooperation between the parties is covered under Law 23 (1982), 44(1993), Decree 460(1995) and all other complementary dispositions according to Colombian Laws. The subscribing parties to this agreement are the only holders to author's rights. All data and information must be exclusively used for the object of the agreement and cannot be reproduced, commercialized or given away to third parties without previous authorization of the entity generating the information. The use of this information obliges you to give credits to the corresponding parties in all reports and publications presented on behalf of this agreement. For the case of UDFJC Colombian laws will prevail and the Agreement 04 (2012) of the University Superior Council and the rules and regulations to modify, add or rescind such agreement.



TWENTY FIRST CLAUSES: They are an integral part of this agreement the following documents:

- 1) Minutes of all meetings between **UDFJC** and **NATFA** in the development of this agreement.
- 2) The operating strategies for work to see through the specific agreements dully approved by the Coordinating Committee.
- 3) A schedule of activities.
- 4) All documents generated by the fulfillment of the contractual activities of this agreement.
- 5) All correspondence to and from both parties in the fulfillment of this agreement.
- 6) The specific agreements and contracts entered into for the fulfillment of this agreement.

TWENTY SECOND CLAUSE – MODIFICATIONS: All through the validity of this agreement both parties could modify any clauses as long as it is by common consent through an (OTRO SI) legal modification, written and signed and which will become part of the present document.

TWENTY THIRD CLAUSE – INDEMNITY: NATFA must maintain unharmed and defend **UDFJC** from any claims against it by other parties which may be related to involvement of **NATFA** or any dependent institutions while the fulfillment of this agreement.

TWENTY FOURTH CLAUSE – CONFIDENTIALITY: As long as this agreement is in force, it is possible that one of the parties may have the knowledge of documents, data or confidential information belonging to the other party. In virtue of what was said it will be considered "Confidential Information" all information related to research, development, products, methods, technology, processes, procedures, formats, documents, software, communications and academic activities amongst others whether they are past, present or future as well as the information developed or acquired by the parties with relation to the object in the present agreement as long as it is not public domain or which has been previously disseminated by anybody outside the two parties. These parties recognize that the confidential information that may be exclusive and valuable property to one party and that unauthorized revealing and the usage of said information will cause irreparable harm to the other party. Thus the parties will adopt special measures with those employees, students, faculty, who might have access to this information being by instructions, contracts, or any other means to maintain the necessary security to meet your obligations as per the present agreement.

TWENTY FIFTH CLAUSE – PUBLICATION: The contracting institutions will commit themselves to include in the corresponding pages of their official web pages, any links direct or through a page direct to that link all information about the other party such as the responsible contact of the issue and the document for the agreement available to down load in pdf.



TWENTY SIX CLAUSE – CONTRACTUAL DOMICILE: For all legal means and purposes the contractual domicile for the present agreement for **UDFJC** is the city of Bogota D.C. – Colombia and for **NATFA** is the city of Sofia, Bulgaria

TWENTY SEVENTH CLAUSE- RATIFICATION AND EXECUTION: The present agreement is ratified and starts its execution upon the signatures of both parties.

TWENTY EIGHTTH CLAUSE – TOTAL UNDERSTANDING: Both parties know, understand and accept each one and all of the stipulations herein this present document and to leave it on record it is signed:

For
UNIVERSIDAD DISTRITAL
FRANCISCO JOSE DE CALDAS

CARLOS JAVIER MOSQUERA SUAREZ
PRESIDENT
PLACE: Bogotá – Colombia

DATE 16 NOV 2017



Prof. Dr. Stanislav Semerdjiev
RECTOR
PLACE: Sofia - Bulgaria

DATE:

| | Nombre | Cargo | Firma |
|----------|------------------------------|--------------------------|-------|
| Aprobo | Johnny Alexander Uribe Ochoa | Asesor de Rectoria | |
| Reviso | Carlos Arturo Quintana Astro | Oficina Asesora Juridica | |
| Proyecto | Alexis Ortiz Morales | Director CERI | |
| | Ivet M. Castañeda | Ops Profesional CERI | |





ANNEX I

EQUIPO DE TRABAJO / TEAM

Contact details

| UNIVERSIDAD DISTRITAL | NATFA |
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| <p>ALEXIS ADAMY ORTIZ MORALES</p> <p>Director Centro de Relaciones Interinstitucionales / Interinstitutional Relations Center Director</p> <p>Correo Electrónico: relinter@udistrital.edu.co</p> <p>Tel. (57-1) 3239300 Ex. 2005</p> <p>Fax: (57-1) 3402973</p> <p>Tel. Móvil: (57) 3115093591</p> <p>Carrera 7 No. 40 – 53 Piso 10 Bogotá, Colombia.</p> <p>Pág. Web Centro de Relaciones Interinstitucionales: http://ceri.udistrital.edu.co</p> <p>Pág. Web Universidad Distrital: http://www.udistrital.edu.co</p> | <p>Iliana Dimitrova</p> <p>Chief, Strategic Development Department</p> <p>i.dimitrova@natfiz.bg; rector.office@natfiz.bg</p> <p>Tel. (+359) 2 9231 ex: 211; 231; 233</p> <p>Tel. Móvil: (+359) 889320 190</p> <p>108^a Rakovsky St.; 1000 Sofia, Bulgaria</p> <p>Pág. Web NATFA http://www.natfa.bg</p> |

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