

Agreement of Cooperation and Exchange

Between

Board of Trustees of the University of Arkansas, acting for and on behalf of
the University of Arkansas, Fayetteville

and

University of Cordoba

This Agreement of Cooperation and Exchange ("Agreement") is entered into by and between the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville (collectively "UA"), located in Fayetteville, Arkansas, USA and University of Cordoba (hereafter "UC"), located in Monteria, Colombia pursuant to the terms and conditions herein set forth for an initial period of four years beginning upon the date of its execution by both parties.

Whereas, the parties share a common mission to provide the highest quality of education at the undergraduate and graduate levels, it is agreed they hereby establish a formal agreement of cooperation and friendship which is intended to further the academic objectives of each institution and to promote better understanding between the faculty and students of each institution.

1. Under this Agreement, UC and UA agree to use their best effort to cooperate and reach future agreements on the following initiatives contained in this Agreement. Nothing contained in this Agreement, however, shall obligate either of the parties hereto to reach future agreements on these or other initiatives.

2. Exchange of Information

The two institutions will work to develop agreements or programs for exchanging academic, research and other educational materials. This will include research reports, reprints and other publications. Information about faculty specialties and program offerings will also be made available to each institution.

3. Exchange of Students

The parties will work to develop agreements and programs for exchanging students between the two institutions, either on the basis of reciprocal exchange of benefits or through fees set for the participation in the specific programs. Such programs shall be conducted so as to encourage active participation and to ensure reciprocity while minimizing the cost of participation for students from both institutions.

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4. Exchange of Faculty

The parties will explore opportunities for their respective faculty members and administrators to be in residence at the other institution for purposes of lecturing, conducting research, and developing their academic or administrative skills. These programs, to the greatest extent possible, will provide commensurate opportunities for the faculty and administrators of both institutions. Both institutions pledge to provide the fullest support possible to faculty and administrators coming from the other institution in the furtherance of the interests of each faculty member or administrator.

5. Collaborative Programs

Collaborative programs, seminars and research activities will be encouraged and supported where the mutual interests and expertise of both institutions may be furthered. It is understood that the initial cooperation in these domains may favor specific schools, centers or programs at each institution. Faculty and program directors at both institutions should be encouraged to enter into contact with one another in order to further this objective.

6. Intellectual Property

All intellectual property rights in any trademarks, trade names, service marks, logos, symbols and other identifying marks of UA are and shall remain the sole and exclusive property of UA and UC shall not acquire any right, title or interest therein under this Agreement. Any use of such intellectual property by UC which is owned by UA must be approved in advance in writing as provided by the policies and procedures of UA. Likewise, all intellectual property rights in any trademarks, trade names, service marks, logos, symbols and other identifying marks of UC are and shall remain the sole and exclusive property of UC and UA shall not acquire any right, title or interest therein under this Agreement. Any use of such intellectual property by UA which is owned by UC must be approved in advance in writing as provided by the policies and procedures of UC. This provision shall survive the termination or expiration of this Agreement.

The rights to inventions resulting from collaborative programs or research activities anticipated by this Agreement shall be addressed in the supplemental agreements which govern such programs and activities.

7. Export Control

Each party shall comply in all material respects with applicable provisions of laws and regulations governing the export of technical data, computer software, laboratory prototypes and other commodities, as well as arms and other import/export-controlled activities and substances. The lead representative for each institution is responsible for working with their institution's administrative officials to identify procedures or licenses that must be in place to legally carry out the proposed work under applicable laws and regulations.

8. **Data Privacy**

The parties agree to safeguard any personally identifiable data exchanged in connection with activities under this Agreement.

9. **Cooperation for Development of Resources**

The two institutions will explore avenues to develop financial resources to support educational activities sponsored under this Agreement, including joint grant proposals.

10. **General Provisions**

§ In each of the above-mentioned areas of cooperation and any other areas in which the two Universities wish to cooperate, detailed arrangements will be developed through separate memoranda of understanding, exchange of letters, appendices or other written agreements, all of which must be signed in writing by both parties to be effective.

§ The terms of this Agreement may be modified or amended only by a written instrument signed by both parties hereto.

§ This Agreement will be effective upon its execution by the authorized officers of both institutions. The parties may execute this or any related agreement via facsimile or e-mail attachment.

§ This Agreement will automatically be renewed for successive periods of four years until such time as either school terminates the Agreement with a six-month advance notice or as otherwise provided herein.

§ The parties agree that the terms and conditions of this Agreement are hereby subject to and limited by any and all policies, procedures or laws governing each of the respective institutions. Neither party, therefore, will be required or obligated to perform any promise or covenant contained in this Agreement to the extent that such an action would violate the respective policies, procedures or laws governing that institution. In the event of such an occurrence, then either party may terminate this Agreement upon 30 days advance written notice to the other party; provided, however, that both parties will be responsible for fulfilling the terms and conditions of any other agreements previously developed and entered into under this Agreement subject to the terms, conditions, and any limitations therein contained. The parties further agree that they are independent parties with respect to the performance of this Agreement and initiatives entered into under this Agreement.

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[Handwritten signature]

IN WITNESS WHEREOF, the parties hereunto set their hands on the dates indicated below.

Board of Trustees of the University of Arkansas,
acting for and on behalf of the University of
Arkansas, Fayetteville

Terry Martin

Terry Martin
Interim Provost and Vice Chancellor for
Academic Affairs

10/13/21
Date

Rev. 5/2018

Universidad de Córdoba

Jairo Torres Oviedo
Jairo Torres Oviedo
President of the Universidad de Córdoba

17 MAR. 2022
Date

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M.A.