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| **ACADEMIC MOBILITY AGREEMENT FOR  STUDENTS AND TEACHERS SIGNED BETWEEN THE UNIVERSIDAD DISTRITAL FRANCISCO JOSÉ DE CALDAS (UDFJC - COLOMBIA) AND THE UNIVERSITY XXXXXXXXXXX (ACRONYM - COUNTRY)** | |
| Between the subscribed to know, on the one hand \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of full legal age residing in the city of Bogota, identified with citizenship card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_, who serves as Rector and legal representative of the  **UNIVERSIDAD DISTRITAL FRANCISCO JOSÉ DE CALDAS** , with NIT No. 899999230-7, created by Agreement 10 of the February 5 of 1948 issued by the Council of Bogotá, located in the Carrera 7 No. 40-53 Bogotá D.C. - Colombia, autonomous university entity of public higher education of the Capital District of Bogota - Colombia, appointed by Resolution of the Higher University Council No \_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_, through the use of their legal powers who hereinafter called the **UDFJC** on the one hand, and on the other **XXXXXXXXX**, identified with national identity document No. XXXXXX issued in XXXXXXXXXXX, who serves as the Rector and legal representative of the **UNIVERSITY XXXXXXXXXXXXXXXXXXXX** with domicile in XXXXXXX - XXXXX, Institution of Higher Education, registered in the Registry of Universities XXXXXX of the Ministry of Education and officially recognized by virtue of the provisions of the XXXXXXXXX of Education, who henceforth to be called XXXXXXXX, they agree to hold this Agreement of mobility of  students and teachers , both institutions are committed, through the following clauses: | |
| **FIRST CLAUSE: OBJECT.**  This Agreement is intended to establish the foundations of the academic mobility for students (undergraduate and graduate) and the teaching staff of the **UDFJC** and XXXXXXXX. | |
| **ADDITIONAL NOTE.** It is understood by ***home institution*** the one in which the student is pursuing his studies or the teacher is currently working, and by **host institution** that one which receives the student or the teacher. | |
| **I - UNDERGRADUATE AND GRADUATE STUDENT MOBILITY** | |
| **SECOND CLAUSE: STUDENT MOBILITY CONCEPT.** | |
| Student mobility is understood as the medium that enables students of higher education to participate in some type of academic or student activity in an institution different from theirs, while maintaining their regular student status at their home institution. Given his academic distinctive, this mechanism provides the students an opportunity to join an international community and live in a multicultural atmosphere that enables them as citizens of an interdependent world. | |
| **THIRD CLAUSE: CATEGORIES OF STUDENT MOBILITY.** | |
| * **Academic Semester Abroad:**allows the students of the ***home institution*** to complete one or two semesters of their career in the ***host institution***, which implies the approval and recognition of the subjects studied. Does not imply reciprocity. * **Academic Exchange Semester:**allows the students of the ***home institution****to* take one or two semesters of their career in the ***host institution.*** Where possible, it will be reciprocal, i.e., that for each student from the ***home institution will*** participate another student of the ***host institution.*** * **Practice:**Activity that facilitates the integration of the student of the ***home institution***in the ***host institution,***or institutions, or companies linked to the ***host institution,*** in order to perform a period of practices linked to theoretical training. The practice has an academic value and forms part of the curriculum that a student must fulfill in the***home institution***. * **Internship:** Stay that complements the student academic background at the ***host institution,***or institutions, or companies linked to the ***host institution,*** generally under the supervision of two tutors, to promote their training with a radius of global action. It seeks specific training or updating of knowledge in a very specific area. The internship has an academic recognition in the***home institution***as a degree option. * **Dual Degree Program:**mobility through the category of academic semester abroad and complemented with an inter-institutional of double degree Agreement signed between the ***home institution and*** the ***host institution***, leading to obtain two titles for higher education, each issued by the two institutions involved. * **Collaborative degree or joint degree program:**mobility through the category of academic semester abroad and complemented with an inter-institutional Agreement signed between the ***home institution and*** the ***host institution***, leading to obtain a single higher education degree valid in the context of the higher education systems of the institutions involved. * **Program of academic activities in the framework of scholarships or calls:**Student activities approved by the ***home institution***, for academic recognition in their curriculum. These scholarship co-funding programs for student mobility are carried out with cooperation entities and institutions of higher education. | |
| **FOURTH CLAUSE: ACADEMIC CALENDAR.** | |
| The mobility of students through this Agreement shall conform to each institution's academic calendar and may have a duration of a semester or a full academic year, or for a longer or a shorter term when the student mobility category requires it, prior Agreement between the two institutions. | |
| The institutions agree mobility with a maximum of 2 students from each undergraduate and graduate program per academic year through the present Agreement. Any adjustment about the number of students must be made by mutual Agreement for the  following academic year. | |
| **FIFTH CLAUSE: COMMITMENTS FOR THE MOBILITY OF STUDENTS.**   * **Number of students per academic year:** The institutions agree mobility with a maximum of 2 students from each undergraduate and graduate program per academic year through the present Agreement. Any adjustment about the number of students must be made by mutual Agreement for the following academic year. * **Academic endorsement and documents for admission:** Students, who apply for academic mobility through this Agreement, must have prior academic guarantees to ensure the recognition and approval of subjects or academic activities to carry out at the **host institution**. **The home institution** shall forward the documents of students in accordance with the requirements and procedures for information and acceptance of students established by the **host institution**. | |
| * **Tuition costs:**  Students participating in academic mobility of the present Agreement will pay tuition fees at their **home institution.** The ***host institution*** does not collect a value by this concept, except in the categories that have additional Agreements, such as the double degree program and the collaborative degree or joint degree program that may have tuition costs that they must assume the students. | |
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| * **Additional costs and/or expenses for students:**The institutions agree that the students who participate in academic mobility through the present Agreement shall be responsible for all costs and/or additional costs of mobility, including the costs of transportation, lodging, food, and health insurance policies, except in the cases of institutional support programs for the academic mobility of students. Students must complete the immigration procedures to obtain a student visa in their country of origin, assuming the costs and/or expenses associated with the processing of passports, visas, health insurance policies by accident or disease with international coverage to cover the repatriation of mortal remains, as well as other costs and/or additional costs as a requirement for their academic mobility journey, exempting both to the ***home institution and the*** ***host institution*** of any responsibilities during the stay of academic mobility. | |
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| * **Induction and accompaniment to students:**the institutions involved in this Agreement of mobility are committed as an host institution***,*** to perform a academic induction and accompaniment to the students, as well as to provide counseling services during the stay of the students.  |  | | --- | | * **Report of the qualifications and activities:**The ***host institution*** must report the qualifications and activities undertaken by the students of the ***home institution,*** through a report within four (4) weeks following the end of the academic period, the report should have the qualifications obtained by each student with the information of the respective ratings system***,***as well as a report of the activities carried out by the student and information related to their experience of academic mobility. | |  | | |
| **SIXTH CLAUSE: RIGHTS, RESPONSIBILITIES, AND PENALTIES FOR STUDENTS.** | |
| The students taking academic mobility through this Agreement shall have the same rights, responsibilities and sanctions that the ***host institution*** addresses for their own students, when students are admitted and received must be eligible for the university regulations and the laws of the country of the ***host institution,*** *the*students of the home institution*may* be subjected to the sanctions provided for in case of failure, for which the ***host institution*** *shall* immediately inform ***home institution***. The ***host institution*** *shall inform* each admitted student the regulation that enshrines the regulatory framework relating to the rights, responsibilities and sanctions. | |
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| **II - MOBILITY OF TEACHERS** | |
| **SEVENTH CLAUSE: THE CONCEPT OF TEACHER MOBILITY.** | |
| It is understood as the teacher mobility means that allows the teaching staff of an Institution of Higher Education participate in some type of academic activity at a different institution, remaining linked to the ***home institution***. Because of its distinctive academic, this mechanism gives teachers the opportunity to join an international academic community, encouraging the exchange of knowledge with other countries and to promote the exchange of skills and experience on pedagogical methods. | |
| **EIGHTH CLAUSE: CATEGORIES OF TEACHER MOBILITY.** | |
| * **Short Course:** The teacher is seeking to obtain a specific training or updating their knowledge in an area very timely, within the short courses include the summer courses or continuing education on the outside. In general, are courses that address a specific topic. Are regarded as short courses those whose duration ranges from 1 (one) week and three (3) months. * **Postgraduate studies:** Teachers, who carry out postgraduate studies developed under the auspices of the ***home institution***, maintain their working relationship by the time of development of the studies.   Within this category are included masters, doctoral and post-doctoral programs.   * **Research Stay:** Permanence of teachers and/or researchers during a given time of up to 6 months or more than 6 months in the ***host institution to perform***research activities, developing their doctorate thesis or master's degree; time during which maintains a working relationship with the ***home institution***. Within this category may also include stays in companies and institutions involved with the ***host institution***for stays of research carried out during sabbatical years; the teacher maintains its employment relationship with the ***home institution***. * **Visiting Professor:** Teaching linked to activities of university education in the ***host institution****,*such as seminars, conferences, chairs or consulting services, for a defined period of time in which it has maintained a working relationship with the ***home institution***. * **Program of academic activities in the framework of scholarships or calls: T**eachers’ activities approved by the ***home institution***. These co-financing scholarship programs for academic staff mobility are carried out with cooperation agencies and institutions of higher education. | |
| **NINTH CLAUSE: PERIODS OF THE CATEGORIES OF TEACHER MOBILITY.** | |
| The institutions shall determine by mutual Agreement the periods to for academic staff mobility according to the different categories, taking into account the academic calendar for each institution. | |
| **TENTH CLAUSE: MOBILITY COMMITMENTS FOR THE TEACHER.**   * **Number of teachers per academic year:** Both institutions agree to the amount of teachers to mobilize annually, through the supply of places in the framework of projects, research, academic programs, teacher training programs, language courses and other activities that benefit the parties within the framework of academic cooperation. The institutions shall review annually the number of teachers sent and received to trying to maintain a numerical balance annually. | |
| * **Academic Formalities in the home institution:** teachers who apply to the academic mobility of this Agreement must perform the procedures set forth in accordance to the regulations of the ***home institution****,* for the appropriate authorization for the absence from work during the period of duration of their stay in academic mobility in the ***host institution .*** | |
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| * **Economic support to the teaching mobility:** The institutions agree that teachers who participate in this Agreement of mobility will maintain its employment relationship with the ***home institution*** and this will be responsible for paying the salary of teachers during his stay in the academic ***host institution***, through commissions paid in accordance with its regulations. Institutions considering its available budget in line with local regulations can support teachers with resources to cover part of the costs and/or transportation, lodging and meals, as part of the formal equality and academic reciprocity. | |
| * **Costs and/or additional costs for teachers:**teachers who participate in this program of mobility will be responsible for all costs and/or charges for their academic trip that are not covered in accordance to internal norms of economic support for the mobility of each teaching institution. Teachers should carry out the immigration procedures to obtain a visa in their respective country of origin, assuming the costs and/or expenses associated with the processing of passports, visas, health insurance policies by accident or disease with international coverage to cover the repatriation of mortal remains, as well as other costs and additional costs as a requirement for their academic mobility journey, exempting both to the ***home institution*** *and* ***the*** ***host institution*** of any responsibilities during the stay of academic mobility. * **Induction and accompaniment to teachers:**the institutions involved in the present mobility Agreement are committed as a ***host institution,*** to perform an induction and accompaniment to teachers during their academic stay. * **Record and report of activities:** the ***institution*** will provide a record of the performed teaching activities at the conclusion of the academic stay of the teachers. When you try to stay in quality teachers of students, the ***host institution***must report the qualifications and activities accomplished through a report within four (4) weeks following the end of the academic period studied, the report should have qualifications obtained with the information of the respective ratings system***,***as well as a report of the activities carried out by the teacher in quality of student and information related to their experience of academic mobility. | |
| **ELEVENTH CLAUSE: RIGHTS, RESPONSIBILITIES, AND PENALTIES FOR TEACHERS .** | |
| Teachers  undertaking academic mobility through the present Agreement shall have the same rights, responsibilities and sanctions that the ***host institution*** addresses for its own faculty or students, when teachers are supported and received as teachers or students, should qualify for the university regulations and the laws of the country of the ***host institution,*** the teachers of the ***home institution*** may be subjected to the sanctions provided for in case of failure, for which the ***host institution*** shall immediately inform ***home institution***. The ***host institution*** shall inform each admitted teacher the regulation that enshrines the regulatory framework relating to the rights, responsibilities and sanctions. | |
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| **III - COMMON PROVISIONS** | |
| **TWELFTH CLAUSE: VALUE.** | |
| This Agreement has no value, nor commits budgetary resources of the institutions involved, it is designed as a tool for fostering academic mobility of students and teachers, according to the norms of economic support for the academic mobility of each institution. | |
| **THIRTEENTH CLAUSE: EXCLUSION OF SCHOLAR PROGRAMS.** | |
| The **UDFJC**doesnot include in this Agreement the academic programs offered by extension: The Extension Units of faculties, the Institute of Extension and non-formal education -IDEXUD and the Institute of Languages of the District University -ILUD, except some academic programs offered in the categories that have additional Agreements. | |
| **FOURTEENTH CLAUSE: INTELLECTUAL PROPERTY.** | |
| The information, and/or academic scientific products and technologies generated in the framework of the development of this Agreement, as well as the reports and monographs that are developed in development of the categories of mobility for students and teachers, may not be reproduced, sold, or transferred to third parties without prior permission of the authors and the two institutions.  By common Agreement stipulates that both institutions can make use of such documents and products for their own purposes, giving the corresponding credit, while respecting the rights of copyright, intellectual property and material set out in the relevant legislation in the two countries involved; in the case of the UDFJC, the University Council Arrangement 04 of 2012, and the rules that modify, extend or repeal it shall be apply. | |
| **FIFTEENTH CLAUSE: COORDINATION AND SUPERVISION.** | |
| The coordination and supervision of the present Agreement shall be the responsibility of the directors of the international relations offices or inter-agency of the two institutions. The commitments of the coordination and supervision of the Agreement are:   * Establish timelines, procedures and formats for the process of academic mobility of students and teachers. * Coordinate induction and accompaniment to the students and teachers. * Report the qualifications of the students and the reports of teachers. * Perform the official communications needed for the proper functioning of the present Agreement, as well as other activities arising from the process of academic mobility. | |
| **SIXTEENTH CLAUSE: DURATION OF THE AGREEMENT.** | |
| This Agreement will have a duration of five (5) years from the date of refinement, however, the parties may extend or terminate by mutual consent upon evaluation of the outcome of the Agreement within (30) thirty days prior to its termination.  **SEVENTEENTH CLAUSE: GROUNDS FOR TERMINATION.**  This Agreement may be terminated by the following reasons:  **1)** Failure by either party of any of the commitments agreed and that is not corrected within thirty (30) days following the date on which the party concerned with the failure notifies the other party in writing.  **2)** By mutual Agreement between the parties and in writing  **3)** Expiration of term of execution  **4)** Inability to develop the object of the Agreement  **5)** The other grounds which envisages the law relating to this type of Agreements.  **EIGHTEENTH CLAUSE: EMPLOYMENT RELATIONSHIP.**  None of the parties or persons involved in the implementation of this Agreement may provide for the other any employment relationship.  **NINETEENTH CLAUSE: EXCLUSIVITY.**  In all cases, the parties shall maintain the individuality and autonomy of their respective structures technical administrative and academic, and will assume particularly their responsibilities, they may negotiate similar objects with other institutions.  **TWENTIETH CLAUSE: DIRECT arrangement.**  In the event that disputes arise between the parties, by reason of, or on the occasion of this Agreement, settlement mechanisms shall be explored, such as direct negotiation or conciliation. For this purpose, the parties shall have a term of sixty (60) working days from the date on which any of them make a request in this regard, the term may be extended by mutual Agreement in writing.  **TWENTY-FIRST CLAUSE: Assignment.**  This Agreement shall not be transferred in whole or in part, by the**UDFJC**, without the prior written consent of the XXXXXXX and vice versa, extended condition for the Agreements or contracts arising from the development of this Agreement. | |
| **TWENTY-SECOND CLAUSE: LEGAL RESPONSIBILITIES OF THE PARTIES.** | |
| In the event that any of the participants in the different categories of mobility (students or teachers) incurred in any act that violates or fails both the internal rules of each institution, as well as the laws in force in each country and/or region, the institutions do not assume any legal or criminal liability. | |
| **TWENTY-THIRD CLAUSE: SOLUTION OF DIFFERENCES.** | |
| The parties claim that the signing of this Agreement and the commitments made in it, are the product of their good faith, and that will carry out all the necessary actions for its proper compliance; in case of any difference on its interpretation, this will be resolved by mutual Agreement. | |
| **TWENTY- FOURTH CLAUSE: PUBLICATION.** | |
| The signatory institutions undertake to include in their official websites, direct links (links) to the Web portal of the other party in the Agreement, as well as the contact details of the person responsible for the management and the document of the Agreement available for download in pdf format  **TWENTY- FIFTH CLAUSE: unforeseen situations.**  The situations not foreseen in this Agreement will be resolved by the parties through representatives of the **UDFJC and** XXXXXXX, by common agreement. Any modification to this Agreement must be in writing and must be signed by the parties involved in the same.  **TWENTY-SIXTH CLAUSE: INDEMNITY.**  **THE XXXXXX**shall indemnify and defend the **UDFJC** of any claim by any third party caused the proceedings of **the XXXXXXX**or their dependents in the development of the Agreement.  **TWENTY-SEVENTH CLAUSE: CONFIDENTIALITY.**  During the term of this Agreement it is possible that one of the parties has knowledge of documentation, data, or the other party's confidential information. By virtue of the foregoing shall be understood as "Confidential Information" means any information relating to research, development, products, methods, technology, processes, procedures, formats, documents, software, communications and academic activities, among others, either past, present or future, as well as information developed or acquired by the parties with respect to the object of the present Agreement, provided it is not in public domain or that it has been disclosed previously by someone other than the parties. They recognize that the confidential information may contain trade secrets and information that may be unique and valuable property of one of the parties and that disclosure and unauthorized use of such information, it will cause irreparable harm to the other party. Therefore, the parties shall adopt special measures with those employees, students, teachers have access to the information, either through instructions, contracts or other way, in order to maintain the necessary security and meet their obligations under the present Agreement.  **TWENTY-EIGHTH CLAUSE: DOCUMENTS OF THE AGREEMENT.**  The following documents are integral part of this agreement:  **1)**The mail between the parties on the circumstance of the development of this Agreement.  **2)** The records resulting from development of the present Agreement.  **TWENTY-NINTH CLAUSE: REFINEMENT AND IMPLEMENTATION.**  This Agreement shall be perfected and starts its execution with the signature of the parties.  **THIRTIETH CLAUSE: CONTRACTUAL HOME.**  For all legal purposes, it is agreed as contractual domicile for the **UDFJC**the city of Bogota, D. C.**,**Colombia, and for the **UCSC**, the city of Concepción, Chile.  **THIRTY-FIRST CLAUSE: total understanding.**  The parties know, understand and accept each and every one of the stipulations contained in this document and it is signed to leave proof. | |
| By the **UNIVERSIDAD** **DISTRITAL FRANCISCO JOSÉ DE CALDAS**  **CARLOS JAVIER MOSQUERA SUAREZ**  **Rector (E)**  **Place:**Bogotá - Colombia.  **Date:** | By the **XXXXXXXXXXXXXXXXX**  **DR. XXXXXXXXXXXXXXX**  **Rector**  **Place: XXXXXX** - XXXXXXX.  **Date:** |

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|  | **Nombre** | **Cargo** | **Firma** |
| **Aprobó:** | Johnny Alexander Uribe Ochoa | Asesor de Rectoría |  |
| **Revisó** | Carlos Arturo Quintana Astro | Oficina Asesora Juridica |  |
| **Proyectó:** | Alexis Ortiz Morales  Ivet M. Castañeda R. | Director CERI  Ops Profesional CERI |  |

**ANEXO I / ANNEX I**

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| **EQUIPO DE TRABAJO / TEAM**  **Datos de contacto / Contact details** | |
| **UNIVERSIDAD DISTRITAL** | **XXXXXXXXXXXXXXXX** |
| **ALEXIS ADAMY ORTIZ MORALES**  Director Centro de Relaciones Interinstitucionales / Interinstitutional Relations Center Director  Correo Electrónico:  [relinter@udistrital.edu.co](mailto:relinter@udistrital.edu.co)  Tel. (57-1) 3239300 Ex. 2005  Fax: (57-1) 3402973  Tel. Móvil: (57) 3115093591  Carrera 7 No. 40 – 53 Piso 10 Bogotá, Colombia.  Pág. Web Centro de Relaciones Interinstitucionales:  <http://ceri.udistrital.edu.co>  Pág. Web Universidad Distrital:  <http://www.udistrital.edu.co> | **XXXXXXXXXXXXXX**  **XXXXXXXXXXXX**  **XXXXXXXXXXXXX**  **XXXXXXXXXXX**  **XXXXXXXXXXX**  **XXXX** |