

**COOPERATIVE AGREEMENT**  
between the  
**UNIVERSIDAD TECNOLÓGICA (UTEC, URUGUAY)**  
and **JAMK UNIVERSITY OF APPLIED SCIENCES (JAMK)**

This Cooperative Agreement (the "Agreement") dated as of 17 December 2019 (the "Effective Date") made between Universidad Tecnológica, a public legal body located in Uruguay, hereafter referred to as "UTEC" and JAMK University of Applied Sciences, a publicly owned and financed limited company, located in Jyväskylä, Finland, hereafter referred to as "JAMK". UTEC and JAMK shall collectively be referred to herein as the "parties." The parties hereto agree as follows:

I. **Philosophical Intent**

a. The primary objective of this Agreement is the development of cooperative efforts between JAMK and UTEC, which will enhance the academic and research interchange between the two institutions. Recognizing the importance of mutual collaboration and the contributions to society made by institutions of higher education, the parties desire to promote exchange between the faculty and students of the two institutions as well as the exchange of academic and research information.

b. Specific projects in an area of educational or research interest will be selected as a result of coordination by UTEC and JAMK, at the appropriate administrative level in each institution. As these projects are developed, each will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. The Board of Directors is the authorized signatory for UTEC. The President and the Chair of Board are authorized signatories for JAMK.

II. **General Provisions**

a. All collaborative activities conducted pursuant to this Agreement shall be conducted in

accordance with the laws and regulations that apply where the activities take place and each of the parties shall also comply with the laws, regulations and policies applicable to it, including without limitation, export control, non-discrimination, data privacy, anti-bribery, anti-corruption, immigration and sanctioned parties or transactions. In the case of UTEC these include the laws of the Oriental Republic of Uruguay and the rules, regulations and policies of the Law 19.043 – “Creación de UTEC”. In the case of JAMK, these include Universities of Applied Sciences Act and Limited Liability Companies Act.

b. The “term” of this Agreement begins on the Effective Date and continues for a period of five (5) years thereafter. The term may thereafter be extended in a written extension signed by authorized representatives of both parties. Notwithstanding the foregoing, either party may terminate this Agreement early by giving at least 60 days' advance written termination notice to the other party, specifying the end date (or a shorter notice period if earlier termination is required to comply with applicable laws).

c. Notices with respect to this Agreement shall be provided to the parties as indicated on Attachment A hereto, entitled “Administration of Program and Contact Information,” which is incorporated by reference herein.

d. The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English. Termination of the Agreement shall be the only remedy for breach of this Agreement, except respecting a breach of clause “e” below. Captions are for convenience and have no legal effect. Waivers of any provisions contained herein are only effective if made in writing by the authorized signatory of the waiving party and cover only the particular provision waived on the particular occasion.

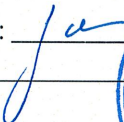
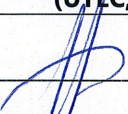
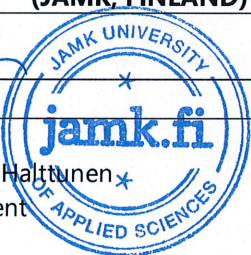
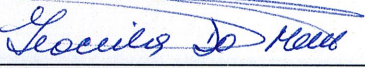
e. This Agreement does not confer any rights in or to use trademarks, logos or names, except to factually state that this Agreement between the parties is or was in effect during the term and that UTEC and JAMK are or were collaborating on the possible development of projects of mutual interest in science and technology education or research. Any media statements concerning this Agreement or the parties' activities under it must be agreed upon in advance by the parties through their news offices.

f. The relationship of the parties under this Agreement is that of independent contractors (not legal partners) and no party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.

g. Under this Agreement, there are no payments owed or earned by either party to the other, there is no physical presence, residence or bank account established by either party in the other party's country, there is no intellectual property to be developed, and, with the exception of brief visits, the activities of each party will be largely undertaken in its home country. It is not expected that any tax or

excise will be owed or filings will be required by either party or their employees to or in the other party's country as a consequence of entering into this Agreement. If funding is being pursued for a project, the parties will enter into a separate written agreement to set forth the conditions and agreements between the parties related to such funding. This Agreement is a statement of intent and is not legally binding upon the parties. This Agreement is entered into to facilitate discussions regarding general areas of cooperation.

IN WITNESS WHEREOF the parties hereto have caused their authorized representatives to execute two original counterparts of this instrument, each of which, when all counterparts are delivered, shall be considered an original.

JAMK UNIVERSITY OF APPLIED SCIENCES (JAMK, FINLAND)	UNIVERSIDAD TECNOLÓGICA (UTEC, URUGUAY)
By:  _____	By: _____ 
 Name: Jussi Halttunen * Title: President	Name: Rodolfo Silveira Title: Board of Directors By:  _____ Name: Graciela Do Mato Title: Board of Directors
Date: <u>17.12.2019</u> _____	Date: <u>03/02/2020</u> _____

## ATTACHMENT A

### ADMINISTRATION OF PROGRAM AND CONTACT INFORMATION

Correspondence regarding this Agreement and activities under it shall be directed to:

UTEC
Name: Elianne Elbaum.
Title: Responsable
College: Unidad de Relacionamento Internacional.
Department: Universidad Tecnológica.
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City, State, Postal Code: Montevideo, 11500.
Country: Uruguay.
Phone: (+598) 2603 8832.
Fax: -.
E-mail: <a href="mailto:relaciones.internacionales@utec.edu.uy">relaciones.internacionales@utec.edu.uy</a>
Website: <a href="http://utec.edu.uy/unidad-de-relacionamento-internacional/">http://utec.edu.uy/unidad-de-relacionamento-internacional/</a>



JAMK
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