



EXP-UNC: 5450/2008

Universidad Nacional

de

Córdoba

República Argentina

Córdoba, **01 SET 2008**

VISTO las presentes actuaciones, relacionadas con el **Convenio Marco de Cooperación** y otro de carácter **Específico**, propuestos por la Facultad de Arquitectura, Urbanismo y Diseño de esta Casa, a celebrar con la Tshwane University of Technology, y

CONSIDERANDO:

Que el Convenio Marco de Cooperación (fojas 20/27), tiene por objeto comprometerse a desarrollar actividades de cooperación para el fortalecimiento de sus relaciones con respecto a proyectos de investigación, intercambios recíprocos y asistencia en sus respectivos campos y áreas de interés;

Que en relación al Convenio Específico (fojas 1/7) tiene por finalidad establecer un programa de intercambio de corta duración de docentes, investigadores y estudiantes;

Atento lo informado a fojas 42 por la Secretaría de Planificación y Gestión Institucional, a fs. 46 por la Subsecretaría de Grado de la Secretaría de Asuntos Académicos; a fojas 48 la intervención de la Prosecretaría de Relaciones Internacionales; teniendo en cuenta lo dictaminado por la Dirección de Asuntos Jurídicos bajo el n° 39062 y lo dispuesto por las Resoluciones del H.CS ns° 344/99 y 458/03,

Por ello,

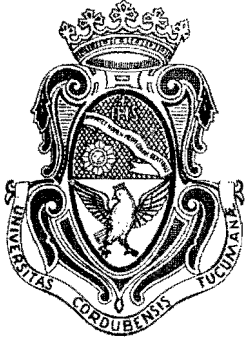
LA RECTORA DE LA UNIVERSIDAD NACIONAL DE CÓRDOBA

RESUELVE

ARTÍCULO 1°.- Aprobar el **Convenio Marco de Cooperación**, de que se trata, en versión español/inglés, obrante a fojas 20/23 y 24/27 respectivamente, que en fotocopia forman parte integrante de la presente resolución y, suscribirlos.

ARTÍCULO 2°.- Aprobar el **Convenio Específico** de que se trata, en versión español/inglés, obrante a fojas 1/3 y 4/6, 31/37 respectivamente, que en fotocopia forman parte integrante de la presente resolución y, autorizar al señor Decano de la Facultad de Arquitectura, Urbanismo Diseño, a suscribirlos en representación de esta Universidad.

ARTÍCULO 3°.- Previo a la firma del **Convenio Marco de Cooperación** referenciado en el artículo 1°, se deberá dar cumplimiento a lo in-



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dicado por la Dirección de Asuntos Jurídicos en su dictamen n° 39062 – párrafo 4° y 7°-

ARTÍCULO 4°.- Comuníquese y dése cuenta al H. Consejo Supe-

rior.

SI

Mgter. JHON BORETTO
SECRETARIO GENERAL
UNIVERSIDAD NACIONAL DE CÓRDOBA

Dra. SILVIA CAROLINA SCOTTO
RECTORA
UNIVERSIDAD NACIONAL DE CÓRDOBA

RESOLUCIÓN NRO:

24 12

CONVENIO MARCO DE COOPERACIÓN

entre

TSHWANE UNIVERSITY OF TECHNOLOGY

Building 2, TUT Pretoria Campus
Private Bag X680, Pretoria 0001
South Africa

POR UNA PARTE

y

UNIVERSIDAD NACIONAL DE CÓRDOBA

Av. Raúl Haya de la Torre s/n-2do.piso-
Pabellón Argentina-Ciudad Universitaria
5000, Córdoba, Argentina

POR LA OTRA PARTE

CONSIDERANDO:

PRIMERO: El establecimiento de relaciones culturales y científicas apropiadas son las bases esenciales para el desarrollo de las funciones institucionales universitarias de la docencia y de la investigación;

SEGUNDO: Los acuerdos culturales directos entre instituciones universitarias correspondientes a diferentes países son esenciales para el establecimiento de relaciones apropiadas;

TERCERO: La Tshwane University of Technology y la Universidad Nacional de Córdoba comparten el interés por establecer relaciones para promover el desarrollo de la educación, la capacitación y la investigación en las áreas comunes a ambas universidades.

Por lo tanto las partes por este acto celebran el siguiente contrato y acuerdan:

1. Definiciones e Interpretación

En este Acuerdo, a menos que el contexto lo requiera de otra manera, las siguientes palabras y expresiones tendrán los siguientes significados:

"la fecha de Inicio" significará la fecha en la que el documento ha sido firmado y datado por los dos, debidamente autorizados, representantes universitarios.

"las Universidades" significarán la Tshwane University of Technology y la Universidad Nacional de Córdoba.

2. Duración

- 2.1 Este acuerdo tendrá validez por tres años desde la fecha de inicio, sujeto a las disposiciones de finalización aquí contenidas, y será renovable por el mismo período de tiempo, o por un período menor, siempre que sea acordado por escrito por las partes.

3. Acuerdo de Cooperación

- 3.1 Ambas partes declaran y se comprometen a desarrollar actividades de cooperación para el fortalecimiento de sus relaciones con respecto a proyectos de investigación, intercambios recíprocos y asistencia en sus respectivos campos y áreas de interés.
- 3.2 El número y el alcance de estas actividades puede incrementarse durante el período en el que el acuerdo esté en vigencia.

4. Acciones conjuntas

- 4.1 Con el propósito de alcanzar los objetivos acordados en 3.1, las partes se comprometerán a promover y llevar a cabo las siguientes acciones de forma conjunta y para un beneficio mutuo:
- a) Diseñar y desarrollar conjuntamente planes de investigación en áreas que serán especificadas como comunes para ambas universidades;
 - b) En tanto no estuviera limitado por la ley o por obligaciones contractuales, intercambiar regularmente material de investigación no confidencial y publicaciones relativas a cualquier área de cooperación entre las dos Universidades;
 - c) Promover conjuntamente reuniones de estudio, seminarios, cursos y conferencias que se realizarán en una de las dos Universidades que suscriben el contrato;
 - d) Intercambiar, sobre una base de reciprocidad, personal docente, especialistas, técnicos y estudiantes para desarrollar actividades integradas docentes y científicas
 - e) Realizar programas de estudio integrados para los estudiantes y para aquellos que realizan proyectos de investigación;
 - f) Desarrollar programas para la transferencia de tecnología;

5. Intercambio de Información

En tanto no estuviera limitado por la ley o por obligaciones contractuales, las Universidades se comprometen a intercambiar información no confidencial, incluyendo publicaciones, relativas a la estructura y a la organización de las Universidades que suscriben el contrato, con el propósito de incrementar el conocimiento recíproco.

6. Asistencia y Asesoramiento

Cada una de las partes, de acuerdo con sus propias leyes y reglamentos, se comprometerá a asegurar que la otra parte reciba asistencia y asesoramiento en su país, para permitir que las tareas acordadas se lleven a cabo.

7. Intercambio de Personal

7.1 Las Universidades podrán iniciar un intercambio de docentes y estudiantes durante el período de vigencia de este acuerdo, tomando en consideración la calificación profesional y la capacitación del personal involucrado, los planes de estudio y los requisitos de compromiso docente científico de ambas universidades.

7.2 La duración y el alcance de estos intercambios estará de acuerdo con los reglamentos de las respectivas Universidades y el financiamiento disponible.

7.3 El envío de delegaciones está sujeto a la aprobación de la Universidad anfitriona.

7.4 Con el objetivo de poner en marcha lo arriba mencionado, las Universidades deben notificarse una a la otra, por lo menos con dos meses de antelación, la lista de los candidatos, con el debido programa de visitas y el curriculum vitae et studiorum de cada uno.

7.5 La institución de origen estará autorizada a preseleccionar los inscriptos provenientes de su institución para el intercambio. La institución anfitriona se reservará el derecho de tomar la decisión final con respecto a la admisibilidad de cada candidato aceptado para el intercambio.

8. Convenios Específicos

8.1 Todos los proyectos específicos que se desarrollen a fin de dar forma a lo arriba mencionado serán documentados en Convenios Específicos que detallarán: tiempo de ejecución, recursos disponibles y financiamiento.

8.2 Estos Convenios Específicos serán firmados por los Rectores de ambas Universidades.

9. Resolución de Disputas

La resolución de posibles disputas provenientes de la interpretación y de la ejecución de este acuerdo será confiada a un cuerpo de árbitros compuesto por un miembro designado por cada una de las Universidades que suscriben el contrato, y por un miembro elegido de mutuo acuerdo.

10. Finalización

10.1 Como se señaló en 2.1, este acuerdo finalizará tres años después de la fecha de inicio a menos que hubiera sido acordada por escrito una extensión o renovación del acuerdo.

10.2 Sin perjuicio de otros derechos, cualquiera de las dos partes estará autorizada a finalizar este Acuerdo notificando por escrito a la otra parte.

10.3 La finalización del acuerdo se realizará sin perjuicio de los derechos adquiridos y de las obligaciones de las partes.

11. Fuerza mayor

Ninguna falta u omisión por cualquiera de las dos partes para dar cumplimiento a las obligaciones estipuladas en este convenio, dará lugar a reclamo o será considerada falta de cumplimiento de este Acuerdo, si tal falta u omisión surge de cualquier causa que razonablemente vaya más allá del control de esa parte.

12. Celebración del Acuerdo

En prueba de conformidad se firman las presentes páginas que constan de ésta y de las precedentes por las partes representantes.

Ing. Jorge Horacio González
Rector
Universidad Nacional de Córdoba

Rector
Tshwane University of Technology

Fecha:

Fecha:



CO-OPERATIVE AGREEMENT

Between

TSHWANE UNIVERSITY OF TECHNOLOGY

Building 2, TUT Pretoria Campus
Private Bag X680, Pretoria 0001
South Africa

OF THE FIRST PART

And

UNIVERSIDAD NACIONAL DE CÓRDOBA

Av. Raúl Haya de la Torre s/n, 2do piso
Pabellón Argentina – Ciudad Universitaria
5000 – Córdoba, Argentina

OF THE SECOND PART

WHEREAS:

- ONE: The establishment of appropriate cultural and scientific relations are essential foundations for the development of the University's institutional functions of teaching and research;
- TWO: Direct cultural agreements between University level establishments belonging to different countries are essential for establishing these appropriate relations;
- THREE: The Tshwane University of Technology and the Universidad Nacional de Córdoba have shared interest in establishing suitable relations to promote the development of education, training and research in areas that are common to both Universities.

NOW therefore the parties hereby CONTRACT and AGREE as follows:-

1. Definitions and Interpretation

In this Agreement unless the context requires otherwise the following words and expressions shall have the following meanings:-

"the Commencement date" shall mean the date at which the document has been signed and dated by the two, duly authorized, University representatives.



"the Universities" shall mean the Tshwane University of Technology and the Universidad Nacional de Córdoba.

2. Duration

- 2.1 This agreement is valid for three years from the commencement date, subject to the termination provisions herein contained, and is renewable for the same period of time, or an agreed lesser period of time, if agreed in writing by the parties.

3. Agreement to Co-operate

- 3.1 Both parties declare and undertake to develop co-operative activities to work towards strengthening their relations with regard to projects of research and reciprocal exchanges and assistance in their respective fields and areas of interest.
- 3.2 The number and scope of these activities may increase during the period that the agreement is in force.

4. Joint Actions

- 4.1 With the view to achieving the objectives agreed in 3.1, the parties will endeavor to promote and carry out the following actions on a joint basis and to their mutual advantage:
- a) To draw up and to jointly develop research plans in areas to be specified common to both universities.
 - b) Insofar as not limited by law or contractual obligation, to regularly exchange non-confidential research materials and publications relating to any area of co-operation between the two Universities;
 - c) To jointly promote study meetings, seminars, courses and conferences that will take place in one of the two contracting Universities;
 - d) To exchange, on a reciprocal basis, teaching staff, specialists, technicians and students to develop integrated teaching-scientific activities.
 - e) To carry out integrated study programs for the students and for those doing research projects;
 - f) To develop programs for the transfer of technology.

5. Exchange of Information

Insofar as not limited by law or contractual obligation, the Universities undertake to exchange all useful non-confidential information, including publications, relating to the structure and organisation of the contracting Universities, for the purpose of increasing reciprocal knowledge.

6. Assistance and Facilitation

Each of the parties, in accordance with its own laws and regulations, shall endeavor to ensure that the other party receives assistance and facilitation in the country itself, to allow the agreed tasks to be carried out.

7. Exchange of Personnel

- 7.1 The Universities could initiate an exchange of teaching staff and students during the period that this agreement remains in force, taking into consideration the professional qualification and training of the staff involved, the study plans and the teaching and scientific commitment requirements of both Universities.
- 7.2 The duration and extent of these exchanges shall be in accord with the regulations of the respective Universities and the funding available.
- 7.3 The sending of delegations is subject to the approval of the receiving University.
- 7.4 In order to set the above in motion, the Universities must notify one another with at least two months notice of the candidate list, with the requested program of visits and the curriculum vitae et studiorum of each candidate.
- 7.5 The home institution will be entitled to screen applicants from its institution for the exchange. The host institution will reserve the right to make the final decision regarding the admissibility of each candidate accepted for the exchange.

8. Specific Agreements

- 8.1 All the specific projects that are carried out in order to shape the aforementioned shall be documented in Specific Agreements which detail: execution time, resources set aside and financing.
- 8.2 These Specific Agreements will be signed by the Head of the both parties.

9. Dispute Resolution

The resolution of possible disputes arising from the interpretation and execution of this agreement will be entrusted to an arbitrating body

composed of one member appointed by each of the contracting Universities, and of a member chosen by mutual agreement.

10. Termination

- 10.1 As outlined in 2.1, this agreement shall terminate three years after the commencement date unless an extension or renewal of the agreement has been agreed in writing.
- 10.2 Without prejudice to any other rights, either party shall be entitled to terminate this Agreement forthwith by written notice to the other party.-
- 10.3 Termination shall be without prejudice to accrued rights and liabilities of the parties.

11. Force Majeure

No failure or omission by any party to carry out or observe any of the stipulations, conditions or obligations to be performed hereunder shall give rise to any claim against such party or be deemed to be a breach of this Agreement if such failure or omission arises from any cause reasonably beyond the control of that party.

12. Execution of Agreement

IN WITNESS WHEREOF these presents consisting of this and the preceding pages are executed by the parties as follows:

Ing. Jorge Horacio González
President
Universidad Nacional de Córdoba

Date:

President
Tshwane University of Technology

Date:



Universidad Nacional de Córdoba
ARGENTINA



Tshwane University
of Technology

We empower people

SOUTH AFRICA



MEMORANDUM DE ENTENDIMIENTO

entre

UNIVERSIDAD NACIONAL DE CÓRDOBA

Av. Raúl Haya de la Torre s/n, 2do. Piso, Pabellón Argentina,
Ciudad Universitaria, 5000 Córdoba Argentina
(A partir de ahora mencionada como "Socia")

Y la

DEPARTMENT OF ARCHITECTURE TSHWANE UNIVERSITY OF TECHNOLOGY

Building 2, TUT Pretoria Campus
Private Bag X680, Pretoria 0001
South Africa

(Hereinafter referred to as "TUT")

A partir de la manifestación de mutuo interés entre el Departamento de Arquitectura de la Tshwane University of Technology y la Facultad de Arquitectura, Urbanismo y Diseño de la Universidad Nacional de Córdoba, con relación a la arquitectura, el urbanismo, el desarrollo de las relaciones de universidades del mismo hemisferio, el Departamento de Arquitectura actuando en representación de la Tshwane University of Technology y la Facultad de Arquitectura, Urbanismo y Diseño de la Universidad Nacional de Córdoba de la Universidad "Socia" desean crear y desarrollar un convenio de intercambio, que será operativo a partir de Enero de 2006 o desde la fecha de su firma:

1. Fase 1

Estudios de colaboración / Intercambios de corta duración (por hasta un período máximo de dos semanas).

- 1.1. La Institución Socia y TUT seleccionarán un equipo académico adecuado y estudiantes para participar en estudios de colaboración u otras formas de intercambios de corta duración; esto participantes serán relevados de sus otras obligaciones de enseñanza o asistencia a clases durante el período del intercambio, hasta un total de dos semanas.

- 1.2. La Institución receptora acreditará la participación del intercambio con Certificados de Participación, consignando el programa realizado y el período del intercambio.
- 1.3. La Institución Socia y TUT harán sus aportes para financiar el intercambio, con las siguientes bases de entendimiento:
 - 1.3.1. La Institución visitante financiará los costos de viajes y costos asociados al mismo (visas, etc.) de sus participantes al intercambio con la Institución anfitriona, siempre y cuando se disponga de fondos suficientes.
 - 1.3.2. Hospedaje, viajes, entretenimiento, visitas, etc., en el país anfitrión, serán, en lo posible, cubiertos por la Institución anfitriona, sujeto a acuerdos específicos.
 - 1.3.3. La institución visitante será responsable de que sus miembros participantes estén cubiertos por un seguro de salud y accidente mientras estos permanezcan en el país anfitrión, en un todo de acuerdo con los requerimientos del gobierno de cada país.
- 1.4. Si hubiera participación de especialistas en colaboración, éstos serán considerados en un acuerdo por separado con la Institución anfitriona.
- 1.5. Las Instituciones asociadas pondrán a disposición toda la documentación relacionada con el intercambio, para propósitos de búsqueda, exhibición o publicación; todo este material será cedido a ambas instituciones asociadas.
- 1.6. Ambas Instituciones harán posible que en toda documentación relativa a intercambios para investigación, con propósitos de exhibición o publicación, sean acreditadas a las partes.
- 1.7. Ambas Instituciones se comprometen a posibilitar video conferencias u otras facilidades de comunicación digital para comunicaciones antes y después del intercambio.

2. Fase 2:

Este acuerdo estará abierto a futuros desarrollos que incluyan entre otros:

- 2.1. Inscripción de alumnos debidamente calificados a cursos o grados en la Institución asociada
- 2.2. Intercambio de personal académico
- 2.3. Programas de investigación en colaboración



3. Resolución de Disputas

Los Socios acuerdan que, de emerger una disputa relacionada con cualquier asunto por este acuerdo, que no pueda ser resuelto por la negociación entre ellos, dicha disputa será referida a un arbitraje informal. Ambas partes aceptan actuar de buena fe para resolver cualquier disputa entre ellos.

4. Este acuerdo representa el completo entendimiento de las partes con relación a los asuntos aquí tratados y sólo podrá ser corregido o modificado por escrito, firmado por ambas partes.
5. Este acuerdo será interpretado de acuerdo con las leyes de las Repúblicas de Sudáfrica y de Argentina.
6. Este acuerdo será evaluado luego de un período de tres años, para beneficio de ambas partes.

EN FE DE LO CUAL, cada una de las partes, que aquí han producido este acuerdo, para ser ejecutado en su nombre, y con la representación de sus autoridades, debidamente autorizadas,

Por la
Universidad Nacional de Córdoba
Facultad de Arquitectura,
Urbanismo y Diseño

For
Tshwane University of Technology
Department of Architecture
Faculty of Engineering

Fecha:

Fecha:



Universidad Nacional de Córdoba
ARGENTINA



Tshwane University
of Technology

We empower people
SOUTH AFRICA



MEMORANDUM OF AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

UNIVERSIDAD NACIONAL DE CÓRDOBA

Av. Raúl Haya de la Torre s/n, 2do. Piso, Pabellón Argentina,
Ciudad Universitaria,
5000 Córdoba Argentina
(Hereinafter referred to as "Partner")

and the

DEPARTMENT OF ARCHITECTURE TSHWANE UNIVERSITY OF TECHNOLOGY

Building 2, TUT Pretoria Campus
Private Bag X680, Pretoria 0001
South Africa
(Hereinafter referred to as "TUT")

Noting the expression of mutual interest between the Department of Architecture at the Tshwane University of Technology and the Facultad de Arquitectura, Urbanismo y Diseño, Universidad Nacional de Córdoba in architecture, urbanism, and the development of South-South relations, the Department of Architecture, acting on behalf of the Tshwane University of Technology, and the Faculty of Architecture, Urbanism and Design of the Partner University, wish to create and develop an exchange agreement, to come into operation from January 2006:

1 Phase 1:

Collaborative Studios/ Short term exchanges (for up to a maximum period of two weeks)

- 1.1 The Partner Institution and TUT will select suitable academic staff and students to participate in collaborative studios or other forms of short-term exchange; these participants will be relieved of their other teaching or learning commitments for the period of the exchange, up to a period of two weeks.
- 1.2 The host institution will accredit all participants in the exchange with certificates of participation, recording the programme and period of the exchange.

- 1.3 The Partner Institution and TUT will make contribution to funding the exchange, with the following as the basis of understanding:
 - 1.3.1 The visiting institution will fund travel and associated costs (visas etc.) of their participants when funds are available.
 - 1.3.2 Accommodation, travel, entertainment, sightseeing etc. costs while at the host institution will, if possible, be covered by the host Institution, or be subject to specific agreement for the specific visit.
 - 1.3.3 The visiting institution will be responsible for ensuring that personal accident and health insurance cover their participants while in the host country, to meet the requirements of the relevant government department in each country.
- 1.4 If specialists are to participate in the collaboration, they will enter into a separate agreement with the host institution.
- 1.5 The partner institutions will make available all documentation related to the exchange for research, exhibition or publication purposes; all such material will be jointly accredited to the partners.
- 1.6 Both institutions will undertake to make available video conferencing or other digital communications facilities for pre and Post Exchange communication.

2 Phase 2:

This agreement will be open to further development to include inter alia:

- 2.1 Enrolment of suitable qualified students for courses or degrees at the partner.
- 2.2 Exchange of academic staff.
- 2.3 Collaborative research programmes.

3 Resolution of Disputes

The partners agree that, should a dispute arise concerning any matter of this agreement, which cannot be resolved by negotiation between them, such dispute shall be referred to informal arbitration. Both parties agree to act in good faith to resolve and dispute between them.

- 4 This agreement represents the complete understanding of the parties with respect to the subject matter hereto and may only be amended or modified in writing, signed by the parties.
- 5 This agreement shall be interpreted in accordance with the laws of the Republics of South Africa and Argentina.
- 6 This agreement will be assessed after a period of three years to the mutual benefit of each of the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed in its name, and on its behalf by its officer hereunto duly authorized.

Por la
Universidad Nacional de Córdoba
Facultad de Arquitectura,
Urbanismo y Diseño

For
Tshwane University of Technology
Department of Architecture
Faculty of Engineering

Date:

Date:



MEMORANDUM OF UNDERSTANDING

Between

UNIVERSIDAD NACIONAL DE CÓRDOBA
ARGENTINA
(hereinafter referred to as "UNC")

And

TSHWANE UNIVERSITY OF TECHNOLOGY
(Established in terms of the Higher Education Act, Act 101 of 1997)
(herein represented by its department of Architecture)
(hereinafter referred to as "TUT")

INTRODUCTION

The two institutes, for the purpose of further strengthening the ties between their two institutions, hereby affirm their intent to promote academic collaboration and exchanges as will be of mutual benefit to their respective institutions.

1. Education

- 1.1 The mutual recognition in principle of qualifications, to enable students and staff to further their postgraduate studies or parts thereof at either institution, subject to the National Qualifications Framework levels of the respective countries.
- 1.2 The exchange of staff as guest lecturers in their fields of specialization for periods as agreed upon in a separate agreement.
- 1.3 The exchange of students on a pre-graduate and postgraduate level for periods as mutually agreed upon in a separate agreement and the recognition of completed modules of studies for qualification purposes, subject to the National Qualifications Framework levels of the respective countries.
- 1.4 The rendering of assistance to students to carry out project work at both institutions.
- 1.5 Mutual assistance with the development of educational material and special courses and the exchange of such material where applicable.

2. Research

- 2.1 Exchange of researchers as agreed upon in a separate agreement.
- 2.2 To promote the exchange of researchers on a regular basis during their periods of sabbatical leave.
- 2.3 To promote joint research projects.
- 2.4 To make, as agreed upon in a separate agreement, the research equipment of either institution available to research workers of the other institution.

3. Funding

- 3.1 The expense involved in traveling between the two countries shall either be the responsibility of the individual or of the institution to which the person belongs.

3.2 All financial arrangements will be negotiated and agreed upon in a separate writing for each specific case.

4. TERMINATION

4.1 Save as otherwise provided in this Agreement, should any Party ("the defaulting Party") commit a breach of any of the provisions of this Agreement, then the other Party ("the aggrieved Party") shall be obliged to give the defaulting Party 7 (seven) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to:

4.1.1 cancel this Agreement in the event of the defaulting Party committing a material breach; or

4.1.2 claim immediate payment and/or specific performance by the defaulting Party of all the defaulting Party's obligations;

4.2 Material breach shall include

4.2.1 the defaulting Party failing to pay any amount to the aggrieved Party as and when due in terms of this Agreement;

4.2.2 the defaulting Party failing to perform its material obligations as set out in this Agreement which breach goes to the root of this Agreement and is incapable of being remedied by payment in money, or if it is capable of being remedied by payment in money, the defaulting Party fails to pay the amount concerned within 14 (fourteen) days after such amount have been finally determined and such failure to perform is not corrected within 14 (fourteen) days of written notification of such failure from the other Party;

4.2.3 either Party committing an act of insolvency as defined in the Insolvency Act, No 24 of 1936 (as amended), admitting in writing its inability to pay its debts as they mature, making an assignment for the benefit of creditors generally, filing or having filed against it by a third Party any petition under any insolvency, or an application for any of the foregoing not being resolved.

5. JURISDICTION

This agreement shall be governed by, and interpreted in accordance with, the substantive laws and educational policies of South Africa, and the South African Common Law and Statutory

Law will govern this agreement. A South African Court will have jurisdiction by interpreting the South African law if intermediate relief is required.

6. FORCE MAJEURE

6.1 In the event of any delay in performance by either Party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of such Party, the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof and the performance of such obligation by the Party affected thereby shall be suspended during such delay.

6.2 Upon cessation of the cause of the delay this agreement shall again become fully operative and the affected Party shall immediately rectify the delay in performance, provided that, if such delay pertains to a material obligation of the Party affected by such event of force majeure and such delay shall exceed 90 consecutive days either Party shall be entitled to terminate this agreement by written notice to the other.

7. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their *domicilium citandi et executandi* for all purposes arising from this agreement, including the receipt of any notices or court processes, at the following addresses:

TSHWANE UNIVERSITY OF TECHNOLOGY

Pretoria Campus
Stateartillery Road
Pretoria West
Pretoria
South Africa

UNIVERSIDAD NACIONAL DE CÓRDOBA

ARGENTINA
Av. Raukl Haya de la Torre s/n 2° piso
Pabellon Argentina Ciudad Universitaria
5000 Cordoba
Republica Argentina

8. Notice

8.1 Every notice, consent or communication required or permitted hereunder from either party shall be in writing. It shall be sufficiently given or communicated if and when:

8.1.1 transmitted by means of a telex or telefax to the addressees telex or telefax number and in respect of which telex or telefax acknowledgement should be received; or

8.1.2 deposited in the mail, duly registered with postage prepaid for prompt delivery and addressed to the other party at its *domicilium* address, or at such other address as the addressee may have designated in writing. A notice deposited in the mail in terms hereof shall be deemed to have been delivered on the fourth business day after it has been mailed.

9. GENERAL

- 9.1 No waiver by any party of any breach, failure, refusal or neglect by any party to exercise any right hereunder or to insist upon strict compliance with performance of the other party's obligations under this agreement shall constitute a waiver of the provisions of this agreement and any party may at any time require strict compliance with the provisions of this agreement.
- 9.2 This agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral written understandings or agreements between them relating to the subject matter of this agreement. No amendment, consensual cancellation or other modification of this agreement, including this provision, shall be valid and binding on any party hereto unless reduced to writing and executed by both parties hereto.
- 9.3 All provisions of this agreement shall be severable and no provision shall be affected by the invalidity of any other provision of this agreement.
- 9.4 Neither party shall cause or permit anything to be done which may adversely affect the other party or which may be prohibited by law.
- 9.5 The parties acknowledge that they have entered into this agreement after making independent investigations and that neither party has made any presentation or given warranties other than as may be contained in this agreement.



Signed at _____ on this _____ day of _____
2006

in the presence of the undersigned witnesses.

Witness

1. _____
2. _____

On behalf of **TUT**
(Duly authorized)

Signed at _____ on this _____ day of _____
2006

in the presence of the undersigned witnesses.

Witness

1. _____
2. _____

On behalf of **UNC**
(Duly authorized)