



**CONVENIO MARCO DE
COOPERACIÓN ENTRE EL ISTITUTO NAZIONALE DI GEOFISICA E
VULCANOLOGIA (ISTITUTO NAZIONALE DI GEOFISICA Y
VULCANOLOGIA) DE ITALIA Y LA UNIVERSIDAD DE NARIÑO
"UDENAR" (COLOMBIA)**



I hereby state that, Professor Carlo Doglioni on behalf of the **EL ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA (INGV – THE NATIONAL INSTITUTE OF GEOPHYSICS AND VOLCANOLOGY)**, as its President, acting on behalf of said entity, by virtue of the powers conferred by the Law of the Republic of Italy and appointed by Minister Stefania Giannini on April 28, 2016, that will hereinafter be referred to as **INGV**; and Doctor Martha Sofía González Insuasti, Chancellor appointed by Resolution 09 of May 26, 2021 of the Higher University Council and Certificate of Possession No. 040 of the June 4, 2021, as legal representative of the **UNIVERSIDAD DE NARIÑO, NIT. 800.118.954.-1** who will hereinafter be referred to as **LA UDENAR**.

CLAUSES:

FIRST- OBJECTIVE: The purpose of this Agreement is to establish the bases for inter-institutional cooperation between the **INGV** and the **UDENAR** in the fields of academic, investigative, and technical interest, as well as other forms of university academic action.

SECOND – SPECIFIC AGREEMENTS: For the development of the activities derived from this Agreement, the parties must sign Specific Agreements in which the object, validity, obligations that are assigned to each party, territorial scope, financial terms and other clauses that are necessary to establish according to the type of agreement.

THIRD- COORDINATION: The coordinators of the agreement will be:

On behalf of the **INGV**: The President or whom he delegates for this purpose.
Contact: presidente@ingv.it Telephone: (+39)064991 4549, Web: www.ingv.it

On behalf of the **UDENAR**: International Affairs Directorate
Contact: dri@udenar.edu.co Telephone: 7244309 – 7311449 ext. 2410. Web www.udenar.edu.co

The coordinators of the Agreement will fulfill the following functions:

- Supervise and verify the development of the agreement
- Propose and prepare the Specific Agreements referred to in the previous clause,
- To be the official channel of communication for everything related to the agreement.

FOURTH- GRATUITY: The signing of this agreement does not generate any pecuniary obligation for the parties.

FIFTH- USE OF THE IMAGE: By means of this document, the parties grant mutual authorization to use the logos, banners, shields, and other assets protected by copyright and industrial property, only and exclusively when said use is for purposes strictly related to the purpose of this agreement, such as promotion and dissemination.



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The use of what is described in this clause must be in accordance with the guide for use of the logo and its applications of the **INGV**, and within the regulations of the **UDENAR**.

SIXTH- PERSONAL DATA: The parties agree to obtain the express written authorization of each of the persons whose personal data are to be transferred by virtue of the execution of this Agreement. Likewise they agree to employ proper confidentiality in regards to its use. The parties hereby assure that they have the necessary infrastructure and procedures in place to comprehensively protect the personal data that is transferred to them or that comes to their knowledge by virtue of this or the Specific Agreements derived from it.

SEVENTH- CONFIDENTIALITY: The parties agree not to disclose the documents, projects, and any type of confidential information that they receive by virtue of the execution of this agreement to third parties, except with the written consent of the parties.

EIGHTH- INTELLECTUAL PROPERTY: The specific Agreements that are determined in this Agreement must clearly establish, in accordance with current regulations on the matter, the provisions relating to intellectual property with regard to the economic rights derived from the works.

NINTH- EXCLUSION OF EMPLOYMENT RELATIONSHIP: The actions derived from this agreement or from their respective specific derivative agreements will not generate any employment relationship between the officials of the **INGV** and **UDENAR**, and vice versa. The personnel commissioned to fulfill the purpose of this agreement, or their respective specific agreements, will maintain their employment relationship exclusively with the Institution that employed them. The parties will therefore not be understood, under any circumstances, as joint employers or substitutes.

TENTH- SOLIDARITY: There will be no relationship of legal solidarity between the parties derived from this agreement or the Specific Agreements derived from it. The parties agree to independently execute the provisions and to maintain and respect the autonomy and independence of their respective counterparty.

ELEVENTH- VALIDITY: The term of validity established for this agreement is five (5) years from the date of the last signature. It may be renewed through a mutual written agreement between the parties at least thirty (30) days prior to its termination.

TWELFTH- GROUNDS FOR TERMINATION: This agreement shall be deemed terminated if any of the following causes occurs:

- Mutual agreement between the parties,






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- Written statement from one of the parties, provided that prior notice of at least one (1) month is given,
- For serious and unjustified breach of the stipulated,
- Due to events of force majeure or fortuitous event that definitively prevents its execution,
- For the rest that is contained in the applicable legislation.

THIRTEENTH- NON EXCLUSIVITY: The signing of this Agreement does not restrict, in any way, that the parties to enter into similar Agreements with third parties.

FOURTEENTH- CESSION: The parties may not fully or partially assign the rights and obligations derived from this agreement without prior written authorization from the respective counterparty.

FIFTEENTH- MODIFICATION: This agreement may be modified byway of a written agreement between the parties, without prejudice to the activities that are being developed when developing the modification.

SIXTEENTH- DOMICILE. For all purposes, the addresses of the parties will be: The **INGV** Via di Vigna Murata 605, 00143 Roma, Italia. **UDENAR**, Torobajo University Citadel, Calle 18 con Carrera 50, PBX 0057 (2) 7311449, in the city of San Juan de Pasto, Nariño, Colombia.

In evidence and as proof, two identical copies of this document are signed on the date indicated below the signatures.

ON BEHALF OF UDENAR:

ON BEHALF OF
INGV

Dra. Martha Sofía González Insuasti
Rector

Prof. Carlo Doglioni
President

Date: January 10, 2023

Date: May 29, 2023



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Supervised by
Dr. Ayda Paulina Davila Solarte