

FRAMEWORK COOPERATION AGREEMENT BETWEEN
THE UNIVERSIDAD SAN JORGE
AND

ESCOLA SUPERIOR DE TECNOLOGIA E DE GESTÃO
INSTITUTO POLITÉCNICO DE BRAGANÇA

Zaragoza, 10th May 2006

AGREEMENT BY AND BETWEEN

Of the first part, Mr. Javier Pérez Herreras, Rector of the Universidad San Jorge (USJ), located, for communication purposes, at Av/ Alcalde Sainz de Varanda, 1-3, 50009 - Zaragoza, hereinafter referred to as USJ.

Of the second part, Mr. José Adriano Gomes Pires, Presidente do Conselho Directivo of the Escola Superior de Tecnologia e de Gestão de Bragança (ESTiG) – Instituto Politécnico de Bragança (IPB), Academic Secretary, located at Campus de Santa Apolónia, Apartado 1134, 5301-857, Bragança, Portugal, on behalf and in representation of this body, hereinafter referred to as ESTiG-IPB.

Both parties appear in their respective capacities, as described above, exercising the powers invested in them and enjoying full legal capacity to sign this agreement, to which end

THE PARTIES DECLARE

-I-

Universidad San Jorge (USJ), whose statutes are recognised by the Spanish Parliament in Law 24/1995, of 17th July, provides higher education services by organising the widest range of activities within the areas of teaching, research and expert consulting, through the various procedures established in the corresponding legislation.

-II-

That USJ aims to place its teaching and research resources at the disposal of society by producing qualified professionals who are trained to cater for its ever-changing needs, which is why it believes it is important to strengthen the ties between the academic world of university and society through agreements between USJ and companies, institutions and other representatives of society.

-III-

For its part, ESTiG-IPB is a public higher school of technology and management, integrated in a polytechnic institute, licensed by the Ministério da Ciência, Tecnologia e Ensino Superior (Ministry of Science, Technology and Higher Education) – Decreto-Lei N.º 395/1990 of December 11.

-IV-

That the main objective of ESTiG-IPB is to provide integral training to the entire university community, in the form of teaching, research and social projects, promoting activities within the fields of education and culture.

-V-

In view of their respective remits, USJ and ESTiG-IPB believe it is in their mutual interest to establish a general framework for cooperation that will enable them to fulfil their respective objectives by making the most of the resources at their disposal, in which respect they have reached this Framework Cooperation Agreement, subject to the following

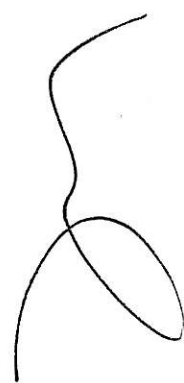
CLAUSES

ONE.-

The purpose of this Agreement is to establish the channels for future joint activities within the areas of training, consulting and research, or any other activity that may be of benefit to both parties.

TWO.-

Cooperation between the two parties, that may be initiated by either party, shall encompass teaching, educational and research activities, as well as the following aspects, that are mentioned by way of example but do not constitute an exhaustive list:

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1. Joint organisation of training activities, such as courses, congresses, seminars, etc., regarding matters that are of mutual interest to both parties.
 2. Elaboration of studies and research projects in areas that are considered to be of mutual interest.
 3. Mutual consultation regarding aspects relating to activities carried out by both universities.
 4. Implementation of student exchange programmes between the two universities.
 5. Exchange of information and documentation.
 6. Any other activity that falls within the scope of this Agreement and is to the mutual benefit of both parties.

THREE.-

Both parties agree to meet on a periodical basis in order to make proposals for specific cooperation projects. To this end, a Monitoring Committee shall be set up consisting of at least two representatives from each university. The Committee shall resolve, by mutual accord, any differences that may emerge as a result of the implementation of this Agreement or the application of the specific agreements that arise thereof.

FOUR.-

Each specific cooperative measure involving the two parties shall require a Specific Agreement in order to determine the objectives proposed and the resources needed to achieve these goals.

The proposals outlined in the Specific Agreements shall be submitted to the Governing Bodies of both universities for approval. These Specific Agreements shall, in all cases, comply with the provisions that regulate the activities of both universities.

FIVE.-

The parties reserve all their rights concerning their brands and trademarks and, in general, all their industrial and intellectual property rights. Nevertheless, in all publicity linked to any of the activities organized in accordance with this Framework Agreement, both parties shall have the right to use the other's names or distinguishing marks, provided that the prior agreement of the owner is secured.

SIX.-

This Agreement may be terminated by either of the parties, provided that the other party is notified of same in the proper manner at least three months before the proposed date of termination.

Should any Specific Agreement established hereunder be in force when this Agreement is terminated, said Specific Agreement shall remain in force until its term is completed.

SEVEN.-

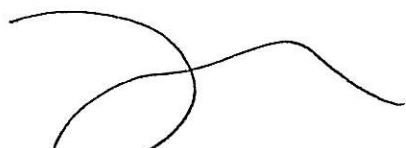
This Agreement shall come into force on the date on which it is signed and shall be of indefinite duration, unless an express objection is lodged by either of the parties hereto.

EIGHT.-

The provision of personal details in this Agreement, as well as any other information the parties may furnish throughout the course of their cooperative dealings shall, in all cases, comply with the existing legislation in each country regarding personal data protection.

In witness whereof, the parties sign and seal this Framework Agreement in duplicate, undertaking to faithfully comply with the provisions contained herein, in the place and on the date indicated in the heading.

On behalf of the Universidad San
Jorge (USJ)

A stylized handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke.

Mr. Javier Pérez Herreras

On behalf of the Escola Superior de
Tecnologia e de Gestão (ESTiG) of the
Instituto Politécnico de Bragança (IPB)

A handwritten signature in black ink, appearing to read 'José Adriano' in a cursive script.

Mr. José Adriano Gomes Pires