ACADEMIC COOPERATION AGREEMENT BETWEEN UNIVERSIDAD MARIA AUXILIADORA S.A.C. “UMA” AND TSG FOUNDATION

Hereby the ACADEMIC COOPERATION AGREEMENT (hereinafter referred to as the “ACA”) celebrated by the both mentioned institutions, herinafter referred to as the “Parties”.

DECLARATIONS

FROM UNIVERSIDAD MARIA AUXILIADORA “UMA”:

Universidad Maria Auxiliadora S.A.C. “UMA”, identified with RUC 20550807123 is an entity of higher education, formally recognized by the Peruvian state and authorized to grant academic degrees, certificates and diplomas on behalf of the nation.

Considering the objectives described above, UMA gives priority to the formation of high quality human resources for the benefit of the society, teaching, investigation and university extension, according to the guidelines of the development plan of the Institution.

Its Representative is Ms. Gladys Ivonne Moran Paredes its CEO.

The University is legally domiciliated at Av. Canto Bello 431, Lima 36, Peru.

FROM TSG:

TSG FOUNDATION is a tax exempt, not for profit corporation. It is accepted by the State of Arizona and the United States government as a not-for profit, tax, exempt organization established in 1987.

The focus of TSG Foundation is to publish books and teaching materials for the education of leaders and teachers in all walks of life in the principles of right human relationships and higher values that are important in cooperation and communication among peoples.

Its Representative is its President Ms Gita Saraydarian its President and CEO.

TSG is legally domiciliated at 28641 N 63rd Place, Cave Creek, Arizona, USA 85331.

TERMS OF THE ACA:

PURPOSE

The Parties agreed to promote cooperation activities to develop academic programs, on the areas of leadership, values, right human relationships, and others in areas of common interest between The Parties.
FORMS OF COOPERATION

The Parties shall cooperate on the following areas:

Development and implementation of academic activities to promote the objectives of this ACA.

PROGRAMS DEVELOPMENT AND APPROVAL

The Parties acting jointly shall develop programs and initiatives to support this ACA. The work plans for these programs and initiatives shall be integrated as annexes to this ACA once approved in writing by The Parties.

Each annex shall establish the commitments and responsibilities for each Party. Additional annexes may be added to this ACA at any time during the term thereof by mutual agreement of the parties in writing.

COORDINATION OF ACTIVITIES

The Parties will nominate representatives for the activities arising from this ACA. They shall be responsible for coordination, implementation and monitoring the activities taking place.

The Parties shall communicate each other any change of representative.

FINANCING OF PROGRAMS AND PROJECTS

Financing of programs and projects shall be included on the specific annexes.

VALIDITY

This ACA shall become effective upon the signature of both Parties, shall be valid for a period of 5 (five) years and may be renewed by mutual written consent.

TERMINATION

Either institution may terminate this ACA with no less than 6 (six) months previously written notice. Termination of this ACA will not interrupt, terminate or modify the academic and professional activities agreed and/or scholarships and another obligations assumed by either Party with students who received them, until they terminate in the terms that have been granted.

MODIFICATIONS

This ACA may be amended by mutual written consent of the Parties. However no amendment shall retroactively change the terms and conditions applicable to scholarships to the prejudice of participants in the programs.
USE OF LOGOS

The Parties agreed that for the purpose of the present ACA, they may use their authorized logos in their printed and electronic material in communicating the present ACA.

NO DISCRIMINATION

Any act of discrimination based on color, gender, sexual orientation, race, nationality, ethnicity, religion, age, disability or political beliefs, etc., may cause of termination of this ACA by either Party.

DISPUTE SETTLEMENT

The Parties shall resolve any differences that may arise from this ACA through consultation and negotiation in good faith.

APPLICABLE LAW, LANGUAGE

This ACA shall be governed by the laws of the State of Arizona, U.S.A. and those Peruvian laws that become applicable. This ACA will be executed in two versions, in English and Spanish, both equally valid.

FORCE MAJEURE, INVALIDATION

The Parties shall not be responsible for any breach of their responsibilities, it is due to acts of god or force majeure.

Either Party may not assign its rights or obligation partially or totally without the prior written consent of the other under penalty of invalidation.

NOTIFICATIONS

Notifications related to this ACA shall be made in writing, to the addresses indicated in the introduction to this document.

OTHER TERMS

The relationship between The Parties is limited to academic cooperation.

Either Party may not have authority to bind or obligate the other to act on behalf or in its benefit.

This ACA does not limit either Party to participate in any activity with other public or private institutions, organizations or persons.
The Parties shall comply with all applicable laws in the implementation of this ACA.

SIGNATURES

On behalf of TSG FOUNDATION

On behalf of UMA S.A.C.

Gita Saraydarian
President-CEO

Gladis Ivonne Moran Paredes
CEO

Date: December 24th, 2015

January 27, 2016