

MTI (262/2019)  
D.J. ( 564 )

SANTIAGO, 2 JUL 2019

## RESOLUCION Nº 02120 EXENTA

**VISTOS:** lo dispuesto en la Ley Nº 19.239; en el D.S. Nº 130 de 2017; en la letra d) del artículo 11 y artículo 12 del D.F.L. Nº 2 de 1994, ambos del Ministerio de Educación; lo solicitado por el Sr. Director de Asuntos Nacionales e Internacionales, mediante Memoranda Nº137 de fechas 24 de junio de 2019.

### CONSIDERANDO:

1. Que con fecha 20 de mayo de 2019 se suscribió el Convenio Marco, entre la empresa BETHER ENCAPSULATES DE PAÍSES BAJOS y la UTEM, siendo requerido por el Investigador del Programa Institucional de Fomento a la I+D+i (PIDI) Dr. Rodrigo Araya Hermosilla.
2. La firma de este Convenio será el respaldo para la postulación al Concurso "Redes" de Conicyt.
3. Que en ese contexto se hace necesario aprobar el convenio mediante el acto administrativo, por tanto;

### RESUELVO:

- I. Apruébese el Convenio Marco, celebrado entre la empresa **BETHER ENCAPSULATES DE PAÍSES BAJOS** y la **UNIVERSIDAD TECNOLÓGICA METROPOLITANA**, con fecha 21 de mayo de 2019, siendo requerido por el Investigador del Programa Institucional de Fomento a la I+D+i (PIDI) Dr. Rodrigo Araya Hermosilla.
- II. El texto del convenio consta en el documento que signado como ANEXO 1 se acompaña a la presente resolución, formando parte integrante de la misma.

Regístrese y Comuníquese.

LO QUE POR ORDEN DEL SR. RECTOR  
TRANSCRIBO A U.D. PARA LOS FINES CONSIGUIENTES

PATRICIO BASTÍAS ROMÁN  
Secretario General  
UNIVERSIDAD TECNOLÓGICA METROPOLITANA

LUIS PINTO FAVERIO  
RECTOR  
UNIVERSIDAD TECNOLÓGICA METROPOLITANA

#### DISTRIBUCION:

Secretaría General (con Anexo 1)  
Vicerrectoría Académica (con Anexo 1)  
Vicerrectoría de Transferencia Tecnológica y Extensión (con Anexo 1)  
Vicerrectoría de Administración y Finanzas (con Anexo 1)  
Contraloría Interna (con Anexo 1)  
Dirección de Docencia (con Anexo 1)  
Dirección Jurídica (con Anexo 1)  
Dirección General de Análisis Institucional y Desarrollo Estratégico (con Anexo 1)  
Dirección Asuntos Nacionales e Internacionales (con Anexo 1)  
Investigador Prog. Institucional de Fomento a la I+D+i (PIDI), Dr. Rodrigo Araya Hermosilla (con Anexo 1)

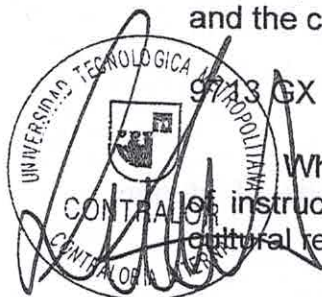
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## Agreement

This agreement is entered into this may 20 day of 2019 by and between the Universidad Tecnológica Metropolitana, represented by Luis Pinto Faverio (Rector), ID 3.486.394-6, whose address is 161 Dieciocho, Santiago de Chile and the company Bether Encapsulates, represented by Albert Thijs Poortinga ("Principal"), whose address is Zielstraweg 2, 9713 GX Groningen, The Netherlands



Whereas essential aims of both Institutions are the advances in the fields of instruction, research and extension as a key to ensure the continuity and cultural recreations.

And whereas, the purpose to contribute by all possible means to university education and scientific and technological researching development.

**It is therefore agreed:**

### Article I

The Universidad Tecnológica Metropolitana and the company Bether Encapsulates hereby agree to promote exchange programs and projects, besides cooperation which shall be beneficial for both parties, whose main purpose is the execution of joint efforts through education, science and technology.

### Article II

To put into effect the stipulation in Article I, both Institutions agree to offer simultaneously academic and technical assistance services, specially in those fields they have an outstanding development.

For such purposes both Institutions shall be inclined, according to their possibilities, towards the exchange of specialists, academic staff, scientists and researches for different periods of time, in order to give them the opportunity to carry out and work at researching joint programs about common interest subjects, in educational, professional and technical instruction fields, taking into account the possible options they shall be able to enroll in bachelor degree, improvement and specialization courses.

### Article III

The contracting parties agree to facilitate the diffusion of the counterpart's statements, likewise to exchange of academic, scientific, technological and artistic information.

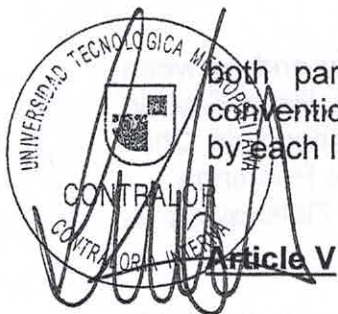






#### Article IV

In regard to the exchange of academic staff, scientists and researchers, both parties agree to facilitate the attendance at courses, seminars or conventions related to academic, technological or cultural fields which are offered by each Institution.



#### Article V

The parties shall also be inclined to different kinds of student exchange agreed in the corresponding program.

#### Article VI

The implementation of all the aspects therein shall depend on the available financial resources. Nevertheless, by common consent, the parties shall be able to request for participation of a third party to cooperate in financing and executing the related programs and projects.

#### Article VII

For carrying out any of the aims therein, the parties shall reach complementary agreements which shall specify, in detail, programs, projects, responsibilities and rights of each party under discussion in addition to the procedures to follow in the development and execution of them.

The complementary agreements shall be signed by the lawful representatives of each Institution or by a person in charge who shall be delegated by the Principal to carry out these duties.

#### Article VIII

This agreement shall remain in effect for five years from the effective date shown herein on page 1.

Nevertheless, any of the parties shall be able to cancel the agreement by notifying the other party, in writing and via registered letter at least sixty days (60) in advance. However, this event shall, by no means, obstruct the carrying out of the projects and programs being executed previously in accordance to the procedure stipulated in Article VII.

Unexpected modifications in this Agreement shall be performed by common consent between both parties, and such items shall be stated in an official document.





## **Article IX**



To facilitate the writing of the complementary protocols, and to supervise its effectiveness and performance, a regulator comission shall be established. The members of such comission shall be representatives from each Institution. These functionaries shall be in charge of such processes.

This comission shall evaluate both the executed and current actions, and write a report, which shall be sent to the Principals of both Universities and all the people involved in this program. This evaluation shall be considered for effects of the Agreement continuity.

In witness whereof, the parties have caused this agreement to be executed in duplicate as of the day and year above, receiving each one of the parties a reproduction.

Rector

**LUIS PINTO FAVERIO**  
Rector  
Universidad Tecnológica  
Metropolitana

Principal

**Albert Thijs Poortinga**  
Director Bether Encapsulates

