



COOPERATION AGREEMENT BETWEEN:

Groupe Rennes School of Business- a non-profit organisation under French law, whose registered office is located at 2 rue Robert d'Arbrissel 35065 Rennes (FRANCE), registered in the Prefecture under the number W353011767, represented by Adilson Borges, in his capacity as Dean & General Director, duly authorized for the purpose hereof, hereinafter referred to as « **RSB**»,

On the one hand,

and:

Universidad San Francisco de Quito USFQ a non-profit university located in Quito-Ecuador, whose registered office is located in Diego de Robles S/N y Av. Pampite (ECUADOR), dully recognized under Excecutive Decree No.3166 and represented by Diego Quiroga, in his capacity as Rector, duly authorised for the purpose hereof, hereinafter referred to as USFQ on the other hand,

Individually referred to as a «party » and collectively as the « parties».

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1. PREAMBLE

In the spirit of prolific international relations and academic cooperation, Rennes School of Business and USFQ have met and have expressed their common wish to strengthen their ties following their mutual interests in delivering programmes of academic excellence and cultural diversity. Hence, Rennes SB and USFQ have decided to enter into this Cooperation Agreement.

2. OBJECTIVES

The general purpose of this agreement is to establish and facilitate educational and academic cooperation between RSB and USFQ. The two institutions agree to promote mutually beneficial activities in the areas of education, research, and other academic issues, and to cooperate and work together towards the internationalisation of higher education. They will support their students and teachers in gathering and exchanging academic and professional experiences in their countries.

3. DURATION OF THE AGREEMENT

It will be valid for five years starting the date of the last signature (the “Term”), unless or until terminated in accordance with Article “Termination”.

Notwithstanding the above, if both Parties agree on the renewal of this Agreement, at least 30 days before the expiration of the Term, Rennes SB will send a written notice of its intent to renew this Agreement for a renewal period decided by both parties at the end of the current contract. Rennes SB will then update the terms (if necessary) and propose the updated Appendices with the yearly recruitments’ targets.

4. ACADEMIC PROGRAMMES

This agreement delineates the legal and organizational framework for:

4.1 Alumni

The cooperation between the two institutions aims to establish that RSB grants a discount on the price of its master's programmes to USFQ, exclusively intended for the USFQ Alumni and student community.

- For the International MBA programme: 10% discount on the overall cost of the programme.
- For Master of Science in International Management: 15% discount
- For 2-year master's programmes:
 - Master International Business, Negotiation & Geopolitics
 - Master Management of Cultural, Creative, and Luxury industries
 - Master Strategic Management of Transitions
 - Master Data Analysis, Intelligence and Security
 - Master International Finance
 - Master Digital Marketing Management
 - Master Logistics Supply Chain Management
 - Master in International Management

For entry on M1, 10% discount and 10% discount on M2. For direct entry on M2, 10% discount.

5 ADMISSION PROCESS

-The nominated students must apply through the online application platform (<https://apply.rennes-sb.com>) before the deadlines set by the Host Institution.

-After submission of their applications, within few days, students will receive a link to perform an online interview with pre-recorded questions. The recording will be reviewed by the Programme Director and an academic jury will make the final decision.

-Once accepted, students will receive their letters of acceptance.

-To confirm their place on the programme, students must fill in the enrolment form online and provide a receipt of the first fee instalment (steps to follow are indicated in their letters of acceptance). Once those two steps are completed, students will receive their letters of enrolment with a certificate of accommodation (documents required for the visa process).

Every year, RSB will provide USFQ with the various deadlines that apply in the admission process.

6 PROMOTION OF COOPERATIVE PROJECTS

Promotional activities: The agreement can be promoted to USFQ business school students, but also in engineering schools and among students in preparatory classes to prepare to participate

in French entrance examinations (concours). Each institution should promote the partnership and the cooperative programmes described by the agreement through each institution's website and provide the relevant promotional materials to the students. Each institution should also be able to make a presentation or organise a seminar to promote partnership programmes.

Projects with positive impact: Both Rennes School of Business and USFQ can also work together on building projects with positive impact on the world or for students. For example, participating in cultural days and international weeks in both institutions to promote international diversity. Other projects can be discussed further in the collaboration.

Research: Research is an essential factor in the development of Rennes SB. Research projects between both institutions can be initiated at the individual faculty level or at the level of Rennes SB research centres (Agribusiness / AI-Driven Business / Green, Digital & Demand-Driven Supply Chain Management / Rethinking tomorrow's organisation/ Financial market & corporate outcomes). Rennes SB also established The Centre for Unframed Thinking (CUT) to foster interdisciplinary research at the highest level that will positively impact societal transitions.

Rennes SB will share its expertise to support USFQ's strategy for building a strong research culture. Topics and ways of proceeding could be discussed further in line with both institution's interests.

Engagement on common calls for applications, research seminars, and commissioned research projects are initiatives to consider.

This agreement is not intended to be a legally binding document but rather is intended to describe the nature and the guidelines for mutually beneficial cooperation. Nothing, therefore, shall reduce the full autonomy of either institution, in carrying out the agreement.

For the development and implementation of this projects, specific agreements shall be signed defining the actions and details to be performed in a precise manner.

7 TERMINATION - REVISION

In the event of non-execution or violation by one of the Parties of any of the provisions of the Agreement, the latter may be unilaterally and automatically terminated by the other Party thirty

15 days after the sending of a formal notice by registered letter with acknowledgment of receipt, which shall remain without effect, without prejudice to any damages and interest that may be claimed from the defaulting Party, and not exclusively:

- In the circumstance of failure by one of the Parties to fulfill its obligations
- In the circumstance of failure to comply with the conditions of use of the logo or trademarks
- In the circumstance of damage or risk of damage to the image of one of the parties that may result from the collaboration that is the subject of this agreement, if one of the parties is publicly involved in events that are difficult to reconcile with the values and principles of the other party.

Furthermore, this Agreement shall be automatically, and ipso jure terminated if, in particular, either Party finds it impossible to continue this Agreement because of a legislative or regulatory change concerning it or its activities.

Termination shall occur within fifteen (15) days of formal notice sent by registered letter with acknowledgment of receipt. Any termination of the agreement must consider the rights of students already participating or accepted in the programme.

8 CONFIDENTIALITY AND PROFESSIONAL SECRECY

Each Party undertakes to keep confidential all documents and information concerning the other Party, of whatever nature (except for documents and information already in the public domain) to which it may have had access during the performance of this contract.

The Parties shall take vis-à-vis their personnel all necessary measures to ensure, under their responsibility, the secrecy, and confidentiality of all information and documents coming to their knowledge during their mission. The Parties undertake to ensure compliance with this clause by the person, or persons, they call upon in the context of this partnership.

It is agreed that if a Party intends to communicate any of this information to a third party, it must obtain the other Party's prior written consent. The Parties agree that this confidentiality clause shall remain in force for USFQ (3) years after the expiration of this Contract.

9 CONDITIONS OF USE OF TRADEMARKS, LOGO, AND DISTINCTIVE SIGNS

The rights to use and reproduce the respective trademarks, distinctive signs, and logos of the Parties are granted to the Parties on a precautionary and non-exclusive basis for the sole duration of this Convention. The rights granted shall automatically terminate upon termination of this Convention, whatever the cause.

The Parties undertake to reproduce their respective trademarks, distinctive signs, and logos clearly and visibly, without alteration or modification, i.e., in strict compliance with the wording, proportions, graphics, and colours. These logos may not be reproduced, without the Parties' agreement, in association with a trademark or logo other than those of the Parties.

The Parties undertake to transmit to each other before any act of reproduction or representation of their respective trademarks, distinctive signs, or logos, whatever the form, all the models, files, or illustrations concerned.

This communication shall be made within fifteen (15) working days to enable the Parties to examine the elements concerned, make their observations, and, if necessary, request any modification they deem necessary. The Parties may not put into circulation communication media of this Contract reproducing their respective trademarks, distinctive signs, or logos without having received prior authorisation from the other Party.

In general, the Parties shall take care not to distort the terms of their collaboration or damage the other Party's image or corporate purpose. The preservation of this image is a key factor in the success of cooperation, the existence of which must in no way affect the Parties' freedom of action and communication, including on the issues to which it relates, in respect of which the Parties accept that their respective positions may diverge. Each Party should remain free to express its differences.

Just cause: The Party whose trademark, distinctive sign, or logo is to be used may oppose its use only on a just ground, which may, for example, consist of damage to its image. It is specified that this just ground for opposition by a Party may result both from the medium on which its trademarks, distinctive signs, or logos are used and from the context in which they are used, reproduced, or represented.

10 COMPLIANCE WITH THE LEGISLATION AND STANDARDS IN FRANCE

Rennes School of Business and USFQ undertake, in executing this contract, to comply with the laws applicable to all their national or international activities, the standards in force, and the

values that govern their rapprochement subject of this Contract and recalled in the preamble. The Parties undertake to provide their employees with a safe and healthy workplace respecting the laws in force. In a spirit of transparency, the Parties undertake to communicate any environmental problems related to the creation and marketing of its products or services or relating to the areas covered by this Contract as soon as these are deemed serious enough to require discussion within the framework of this Contract.

11 PARTIAL VALIDITY

If one or more stipulations of the Contract are held to be invalid or declared as such by a competent court's final decision, the other stipulations of the Contract shall retain their full force and scope.

12 NON-EXCLUSIVE

This cooperation contract is non-exclusive and leaves the Parties free to set up other cooperation actions like the one covered by this agreement.

13 PERSONAL DATA PROTECTION

As part of the execution of a contract, Rennes School of Business may be required to collect and then process the Holder's personal data.

As such, Rennes School of Business undertakes to comply with any legislation or regulations in force applicable to the processing of personal data and, in particular, the General Data Protection Regulation (GDPR – General Regulation No. (EU) 2016/679 of April 27, 2016 relating to the protection of individuals with regard to the processing of personal data and the free movement of such data).

The recipients of the Holder's personal data are the Rennes School of Business services in charge of managing agreements between universities, their administration and international development.

This data is kept for the entire duration of the contract and then for statistical and archiving purposes.

In accordance with the applicable regulations on the protection of personal data, the Holder has a right of access, rectification, opposition, limitation of processing, erasure and portability of his data, which he can exercise, by email to the address dpo@rennes-sb.com, or by post to the following address: DPO – General Secretariat, Rennes School of Business, 2 rue Robert

d'Arbrissel, CS 76 522, 35,065 RENNES Cedex. It will then be up to him to specify his request, as well as his name, first name and address.

In the event of no response from Rennes School of Business within a legal period of one month, the Holder may submit a complaint to the National Commission for Informatics and Liberties (CNIL).

14 CONTACT DATA FOR NOTICES REGARDING THIS AGREEMENT AND COORDINATION

Rennes School of Business:

Contact: Monica Medina

Address: 2 rue Robert d'Arbrissel

Phone: +57 3192523970

E-mail: monica.medina@cm.rennes-sb.com

USFQ Alumni

Contact: Yessenia Vinueza

Address: Campus Cumbayá, Diego de Robles s/n, Quito 170901

Phone: +593 99 417 2321

E-mail: yvinueza@usfq.edu.ec

15 SIGNATURES

In witness thereof, the parties below have signed this document:

For and on behalf of

Rennes School of Business

Dr Adilson Borges

Signature: _____

Date: 26/09/2024

For and on behalf of

Universidad San Francisco de Quito USFQ

Diego Quiroga Ferri

Rector

Signature: _____

Date: December 19, 2024

Groupe Rennes School of Business
2, rue Robert d'Arbrissel - CS 76522
35065 RENNES Cedex - France
Tél. : (+33) 02 99 54 63 63
Email : contact@rennes-sb.com
Siret 378 327 514 00014 - NAF 8542Z
TVA.FR 07 378 327 514