



**SANTO  
TOMÁS**

**ANEXO DE CONVENIO ENTRE "TETRA PAK" Y CORPORACIÓN INSTITUTO  
PROFESIONAL SANTO TOMÁS**

En Santiago, a 11 de Abril de 2025 entre Tetra Pak De Chile Comercial Ltda., RUT N°85.749.900-K, representada por sus apoderados don Mauricio Alejandro Borgeaud Miranda, cédula de identidad número 14.206.177-5 y por don Guillermo Yañez Gudenschwager, cédula de identidad número 14.079.458-9, todos domiciliados para estos efectos en El Plomo 5.260, Piso 9, Torre B, Comuna Los Condes, Región Metropolitana de Chile, Ciudad de Santiago, Chile,, en adelante **TETRA PAK**; y la **Corporación Instituto Profesional Santo Tomás**, Rut N°65.175.239-6 representada por su Rector Nacional don **Juan Pablo Guzmán Aldunate**, cédula de identidad N°10.239179-9, y su Vicerrector de Académico, **Juan Carlos Erdozain Acedo**, cédula de identidad N°14.635.920-5, todos domiciliados para estos efectos en Avenida Andres Bello 2777, piso 30, comuna de Las Condes y ciudad Santiago, en adelante **IPST**”, se ha pactado el siguiente anexo de convenio

**PRIMERO: ANTECEDENTES.**

Con fecha 29 de enero de 2025, se suscribió un Convenio con **IPST y Tetrapak** previamente individualizado, el cual mantiene su vigencia hasta la fecha.

El 15 de septiembre del 2021 se publica en el Diario Oficial la Ley N°21.369, que regula de forma integral la prevención, capacitación, investigación, sanción y reparación para situaciones de acoso sexual, discriminación y/o violencia de género en el ámbito de la educación superior y que, entre otras cosas, contempla la obligatoriedad de las Instituciones de Educación Superior para implementar, en el plazo máximo de 1 año desde la fecha de publicación de la ley, una Política integral de prevención e investigación de las materias precitadas, que contemple la vinculación de sus disposiciones no tan solo a estudiantes o quienes desarrollen funciones de docencia, administración, investigación o cualquier otra función relacionada con la institución, sino que también al personal de empresas que presten servicios para la Institución bajo régimen de subcontratación, concesión o cualquier otra modalidad, sin perjuicio de la normativa del ramo aplicable en sus respectivos contratos de trabajo con la empresa.

La ley contempla, además, en su artículo noveno, la obligación específica de incorporar expresamente la normativa interna de las Instituciones de Educación Superior en los contratos de trabajo y de prestación de servicios educacionales, convenios académicos y de investigación y cualquier otro instrumento celebrado por la institución, incluidos los convenios que se celebren para efectos de llevar a cabo actividades de esparcimiento y recreación.

**SEGUNDO: ANEXO.**

En virtud de los antecedentes expuestos, ambas partes comparecientes al presente acto, acuerdan incorporar al Convenio individualizado en el inciso primero de la cláusula precedente, a partir de la fecha de suscripción, el presente anexo, cuyas obligaciones consisten en lo siguiente:

“DE LAS CONDUCTAS DE ACOSO SEXUAL, VIOLENCIA Y DISCRIMINACIÓN DE GÉNERO.”

La Ley Nro. 21.369 estableció la obligatoriedad de incorporar a cualquier instrumento celebrado por las instituciones de educación superior, la normativa interna en materia de acoso sexual, violencia y discriminación de género. En cumplimiento de tal obligación, Santo Tomás ha implementado una



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“POLÍTICA INTEGRAL DE EQUIDAD DE GÉNERO, INCLUSIÓN Y DIVERSIDAD Y DE PREVENCIÓN E INVESTIGACIÓN DEL ACOSO SEXUAL, VIOLENCIA Y DISCRIMINACIÓN”, en adelante “la Política”, disponible en el sitio web <https://www.santotomas.cl/ley-de-prevencion-del-acoso-sexual-violencia-y-discriminacion-de-genero>, la cual es conocida de las partes que suscriben el presente instrumento, quienes -además- se obligan a respetarla y hacerla cumplir durante la vigencia de este contrato, formando parte integrante del mismo para todo efecto.

Cualquier persona, sea o no miembro de la Comunidad académica de Santo Tomás, podrá denunciar ante cualquier académico, funcionario o autoridad de la Institución un hecho que revista los caracteres de infracción a la Política, quien deberá derivarla de inmediato al Rector de la Sede respectivo, a través de cualquier medio idóneo y constatable. La denuncia deberá realizarse manera escrita o vía electrónica habilitada por la Institución, utilizando el formulario que Santo Tomás ha creado para tal efecto, disponible en el sitio: <https://www.santotomas.cl/formulario-de-denuncia-ley-21-369/>.”.

**TERCERO: VIGENCIA DEL CONVENIO ORIGINAL.**

En todo lo no modificado expresamente por el presente instrumento, mantendrán su vigencia el Convenio original y sus posteriores modificaciones, si corresponde.

**CUARTO: PERSONERÍAS.**

No se citan las personerías por constar en documento principal individualizado previamente.

**SEXTO: FIRMA Y EJEMPLARES.**

El presente Anexo de Convenio se suscribe en dos ejemplares de idéntico tenor, quedando uno en poder de cada parte.

Juan Pablo Guzmán Aldunate  
IP Santo Tomás

Juan Carlos Erdozain Acedo  
IP Santo Tomás

Signed by:  
  
FC05D1F91280431...

Mauricio Alejandro Borgeaud  
Miranda  
Tetra Pak

DocuSigned by:  
  
CC272C798A6B4F4

Guillermo Yañez Gudenschwager  
Tetra Pak

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Mauricio.Borgeaud@tetrapak.com

Director Servicios

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