



# COOPERATION FRAMEWORK AGREEMENT BETWEEN THE ASSOCIATION OF UNIVERSITIES GROUP MONTEVIDEO (AUGM) AND THE INTERNATIONAL COUNCIL FOR THE PHILOSOPHY AND HUMAN SCIENCES (CIPSH)

The Association of Universities Group Montevideo (AUGM), based at Guayabos Street - number 1729 - unit 502, in the city of Montevideo, Uruguay, on the one hand, and the International Council for the Philosophy and Human Sciences (CIPSH), based at UNESCO, 1 rue Miollis, in the city of Paris, France, on the other hand; hereinafter named "the parties",

CONSIDERING that CIPSH is a non-governmental organization associated with UNESCO, which federates hundreds of scholarly societies, through their International Unions, in the field of philosophy, human sciences and related themes, having as objectives:

- a) cooperation among the institutions and non-governmental organizations that bring together scholarly communities specializing in the fields of philosophy and other human sciences and in their interfaces with social and natural sciences, the arts, and other endeavours that attempt to contribute to the understanding of humans and their cultural expressions;
- b) promotion of the development of the relevant disciplines throughout the world, in order to enhance mutual understanding between scholars, and recognition of their different methods, and to share the most significant findings from their newest work;
- c) advocacy for and promotion of the totality of research, whether concerned with cultural production, or with the variety of organizational and functional patterns manifested by different societies, and envisaged in the broadest possible spatial and temporal frame;
- d) communication of the results of research on civil society and governance in ways that make it broadly visible;
- e) efforts to disseminate the relevance of mid and long-term conclusions that are informed by knowledge resulting from studies in the humanities, to mitigate the daily concerns of people and for their foresight and flourishing.

CONSIDERING also that AUGM has as its main purpose fostering the process of integration and special appreciation of the Humanities through the creation of an expanded academic common space, based on scientific, technological, educational and cultural cooperation among all its members and members and has among its objectives to contribute to the development, strengthening and consolidation of:

- a) public education;
- b) a critical mass of high level human resources, benefiting from the relative advantages offered by the capacities installed in the region;





- c) science and technology research, including the processes of innovation, adaptation and technological transfer, in strategic domains;
- d) continuous education for integral development of the people of the subregion;
- e) the management structures of the Universities integrating the Association;
- f) the interaction between its members and society at large, disseminating the advances of knowledge which foster modernisation.

AKNOWLEDGING the interest of the parties in amplifying their collaborative links, aiming at strengthening academic activities, of teaching and research in the field of human and social sciences and further areas of interest, agreed on the following:

#### ARTICLE I Objective

The parties agree to cooperate for achieving the objectives of their respective mandates, through the development of activities and projects that will be implemented with the aim of fostering cultural, technological, economic and social development, in the themes of competence and interest of both organisations.

#### ARTICLE II Consultations

CIPSH and AUGM will undertake regular consultations concerning the aforementioned themes, which may be of interest for both organisations. When the circumstances will require this, they will agree on more adequate means to guarantee the full efficiency of their respective activities, within the current agreement.

## ARTICLE III Exchange of information and documentation

CIPSH and AUGM may exchange information and documents in order to contribute for the activities in their respective areas of work and the implementation of actions jointly implemented for the beneft of both parties.

### ARTICLE IV Joint activities

Conditioned to the availability of resources, CIPSH and AUGM may agree to undertake joint activities in the context of their agendas, for the benefit of both parties, through previous approval of





competent authorities and without conflicting with the competences for pursuing specific actions that correspond to the secretaries of both organisations.

The various fields of cooperation, as well as the terms, conditions and procedures of each of the projects and activities that will be implemented, will be mutually agreed upon under specific agreements which the parties will separately sign. These specific agreements will form an integral part of this framework agreement and will be governed throughout by the same.

The parties underline the existing interest of strengthening academic, teaching and research activities in the area of human and social sciences, international cooperation and other areas of interest.

The results obtained through work carried out under this Agreement will become common property of AUGM and CIPSH and may be published jointly or separately by the parties, indicating their origin and authorship.

Likewise, in the course of research projects and other activities in which both parties intervene, the corresponding participation will be determined.

#### ARTICLE V COMMITMENT BETWEEN THE PARTIES

Subject to the availability of resources, in the framework of the working programmes, projects and priorities of AUGM and CIPSH for the implementation of the current instrument, the parties commit to:

- a) Support the development of research programmes and the strengthening of communities of academics involved in research, especially where support may seem indispensable.
- b) Support the development of international initiatives and cooperative efforts that meet this common aspiration
- c) Identify and propose projects that may inspire academics from different disciplines, countries and regions of the world to address issues of common interest.
- d) Promote the cultivation of the interconnection accross all disciplines (human sciences, social sciences and natural sciences), since this is essential for the analysis and understanding of the complexities inherent to the phenomena under study.
- e) Foster the participation of specialists, researchers and collaborators of CIPSH and AUGM in studies, projects, development of teaching and research material, technical cooperation work, courses, consultancies and other dissemination activities organized under this Agreement by the parties. These exchanges of professionals will be carried out according to the regulations established by each institution.





- f) Develop existing contacts between the institutions that are members of CIPSH and AUGM, to carry out programmes on specific topics in the area of human sciences (such as integrated cultural landscape management with a focus on the issue of borders, migrations and identities).
- g) Collaborate in the establishment of chairs that may consolidate academic networks specialized in different and complementary fields of intervention and research of the Humanities.

In the event that AUGM and CIPSH wish to implement activities that imply exchange of financial resources, they will formulate, among them, work programmes containing the activities or projects to be developed, which must include the following information:

- a) Objectives;
- b) Implementatin chronogramme;
- c) Assignment of human and material resources;
- d) Funding;
- e) Responsibility of each of the parties;
- f) Use, property and diffusion of results;
- g) Any other information the parties may consider pertinent.

Both parties agree that the work Programmes, once approved, will acquire the category of Specific Collaboration Agreements and must be formalized by the representatives duly authorized to represent each of the parties.

#### ARTICLE VI COORDINATORS

For the implementation of this Agreement, AUGM and CIPSH designate as coordinators the following:

- a) For AUGM, the rector in charge of the Presidency of AUGM or whom he or she will delegate upon;
- b) For CIPSH, Chap Gejin, President of CIPSH or whom he will designate or will succeed to him.

### ARTICLE VII TECHNICAL EVALUATION AND MONITORING COMMISSION

For the proper implementation of this Agreement, AUGM and CIPSH will establish a Technical Evaluation and Monitoring Commission composed of the same number of representatives of each of





them, up to a maximum of 3 (three) for each of the two parties, which will be formalized through an exchange of notes, which will become an integral part of this Instrument, and its powers will be:

- a) To monitor the activities undertaken in the framework of the present agreement;
- To resolve cases that may arise in the field of interpretation and compliance with the Agreement;
- c) Others agreed by the parties.

#### ARTICLE VIII LABOUR RELATIONSHIP

The parties agree that the staff involved by each one for the implementation of this Agreement will be exclusively related with the one who employed it; therefore, each of them will assume their responsibility for this concept and in no case will they be considered as solidarity or substitute responsible part.

Staff sent by one of the parties to the other shall be subject to the provisions of the national legislation in force in the host country, and to the provisions, rules and regulations of the institution in which they will be engaged, in accordance with the relevant international laws.

In accordance with each of the regulations of the parties, the agreements formalized in the Specific Collaboration Agreements may establish the terms of staff exchanges for specific purposes of said Agreements.

### ARTICLE IX INTELLECTUAL PROPERTY

Intellectual property rights, copyrights and of other nature of documents, studies, diagnoses, various categories of publications (in any format; print, compact disc, videos, web pages, among others) or information produced under this Agreement and its cooperation activities will be shared in the same way by AUGM and CIPSH, unless otherwise agreed in writing. In these, both parties will be given due recognition and both the name and the distinctive logo of each of them will be incorporated, following the rules applicable to the use of logos and institutional identifications of each of the parties. The parties expressly agree that they may use the results obtained from the activities under this Instrument in their academic work or in their professional work, as the case may be. The disclosure of the terms by one of the parties must be made with the prior written consent of the other.

It is strictly forbidden for the parties to reproduce, without prior written permission of the other party, the material produced as a result of this Agreement and its cooperation activities.

ARTICLE X
CONFIDENTIALITY





The parties are obligated to maintain confidentiality indefinitely, regarding the information shared between them during the development of the activities covered by this Agreement, and in cases where it is deemed necessary prior agreement of the parties.

### ARTICLE XI CIVIL LIABILITY

The parties agree that they will not have civil liability for the damages that may be caused as a result of a fortuitous event or force majeure, particularly due to the strikes or stoppage of academic or administrative work, on the understanding that, once these events are over, the activities will be resumed, in the form and terms determined by the parties.

### ARTICLE XII PRERROGATIVES AND IMMUNITIES

Nothing in this Agreement, nor in the specific agreements that may arise from it, may be construed as an express or implied waiver of the privileges and immunities enjoyed by CIPSH and AUGM as part them.

#### ARTICLE XIII SOLUTION OF CONTROVERSIES

The parties agree that this Instrument is a product of good faith, so that any controversy and interpretation arising therefrom, regarding its operation, formalization and compliance, will be resolved by the Technical Evaluation and Monitoring Commission indicated in the Article VII of this Instrument.

#### ARTÍCULO XIV FINAL PROVISIONS

This Agreement will enter into force from the date of its signature and will be in force for a period of 5 (five) years and may be extended by mutual consent of the parties, whose understanding must be formalized in writing, with 30 (thirty) days of anticipation, specifying the duration of the extension.

The parties may, by mutual agreement, add and modify this Agreement. The modifications must be formalized in writing, specifying the date of its entry into force.

Either part may terminate this Agreement, by written notification addressed to the other part 30 (thirty) days prior to the date on which it decides to terminate it.

The early termination of this Agreement will not affect the conclusion of the collaborative activities, nor the specific agreements that are being implemented, and all the commitments formalized during its validity must be fulfilled.





Signed at the Federal University of Minas Gerais on December 9, 2019, in two original copies in English and two original copies in Spanish, all texts being equally authentic.

Belo Horizonte, December 9th, 2019

ON BEHALF OF THE ASSOCIATION OF
UNIVERSITIES GROUP MONTEVIDEO (AUGM)
Rector of the Federal University of Minas
Gerais, Sandra Regina Goulart Almeida
Delegate representing the President of AUGM,
Gerómimo Manuel Laviosa González

ON BEHALF OF THE INTERNATIONAL COUNCIL FOR
THE PHILOSOPHY AND HUMAN SCIENCES (CIPSH)
Secretary-General of CIPSH,
Luiz Miguel Oosterbeek
Delegate representing the President of CIPSH,
Chao Gejin

Acting as witnesses of the signing of the present Agreement:

Prof. Dr. Álvaro Maglia Secretario Ejecutivo de la Asociación de Universidades Grupo Montevideo Prof. Dr. Evaldo Ferreira Vilela Presidente de la Fundação de Amparo a Pesquisa do Estado de Minas Gerais