

Academic and cultural cooperation agreement between the Coimbra Group (CG) and the Grupo Coimbra de Universidades Brasileiras (GCUB)

The Coimbra Group (CG) and the Grupo Coimbra de Dirigentes de Universidades Brasileiras (GCUB), hereinafter referred to as the Parties,

RECOGNIZING the need to enhance cooperation and exchange in all academic areas of mutual interest;

WISHING to promote friendship and educational cooperation by means of exchange of information and/or personnel;

Do hereby declare the following:

ARTICLE 1

AIM

This cooperation agreement aims to establish the general conditions for academic and cultural cooperation on the basis of which they will promote and intensify understanding and friendship between their member institutions in areas of mutual interest and benefit.

ARTICLE 2

AREAS OF COOPERATION

Within the framework of this cooperation agreement, the Parties and their members agree to promote the following types of cooperation activity, through specific cooperation agreements in accordance with their internal regulations:

- a) Organization of joint academic and scientific activities, such as courses, conferences or lectures;
- b) Exchange of teaching and research staff;
- c) Exchange of students;
- d) Establishment of joint postgraduate programmes;
- e) Exchange of publications and other material of mutual interest;
- f) Joint research projects;
- g) Cooperation in joint cultural projects;
- h) Any other cooperation activity agreed by the Parties.

The Parties and their member institutions are under no obligation to participate in activities forbidden by their internal regulations.

ARTICLE 3

SPECIFIC PROJECTS

The Parties and/or their member institutions may carry out specific cooperation projects in areas of mutual interest, under the framework of this cooperation agreement. These projects should describe in detail the activities to be carried out, work calendar, profile and number of

people involved, funds and resources required, funds provided by each participant, coordination and evaluation mechanisms, together with all the data and documents relating to the aims and scope of the specific project.

ARTICLE 4

ACCOMPANYING MEASURES.

In order to facilitate cooperation activities, each Party shall appoint a coordinator who shall facilitate and coordinate cooperation activities. Through the mediation of the coordinators, each Party shall present proposals for activities within the framework of this agreement, which will be regulated by the terms agreed and determined in the specific cooperation agreement to be signed to that effect.

The Parties recognize explicitly that the coordinators are not their legal representatives and consequently have no power to take on obligations in their name. Any document laying down conditions for specific activities shall be signed by the corresponding legal representatives.

ARTICLE 5

INTELLECTUAL PROPERTY RIGHTS

Any product of commercial value and/or intellectual property rights generated within activities carried out as a result of this cooperation agreement shall be regulated by national and international legislation of application to the Parties.

Research and development products, their results and any other information derived from cooperation activities carried out in the framework of this agreement may be announced, published or used in the way agreed specifically the Parties, in accordance with corresponding legislation.

ARTICLE 6

FUNDING

Any specific project carried out under this agreement will be funded by the members involved or by external sources, as established in the corresponding specific agreement.

ARTICLE 7

LEGAL STATUS OF PERSONNEL

Each of the Parties agrees to offer the personnel participating in the cooperation activities established under this agreement similar treatment to that received by their own staff, giving them access to academic, scientific and cultural services and facilities.

The personnel involved in exchange under the terms of this agreement shall continue to hold their status at their home institution for the duration of the activity and therefore shall not be considered under any circumstances to be employees of the host institution.

Each Party shall provide the assistance necessary for the entry, stay and exit procedures for official participants in the cooperation activities undertaken in the framework of this agreement. The participants shall be subject to immigration, fiscal, customs and excise, health and insurance regulations in force in the host country and shall not undertake any activity other than that established under the agreement without prior authorization from the corresponding authorities. The participants shall leave the country as established by host country regulations.

Home institutions shall ensure that all persons involved in cooperation activities are covered adequately by medical, travel, accident and life insurance for the duration of the exchange and for activities carried out under the framework of this agreement, covering the reparation of damage and compensation.

ARTICLE 8

CIVIL LIABILITY

The Parties expressly dispense each other of civil liability as a result of activities carried out under this agreement, save in the case of grave negligence or fraudulent conduct; they further dispense each other of any responsibility derived from strike action by academic or administrative staff; in this latter case, activities shall be resumed once the industrial action is over in the form agreed jointly by the Parties.

ARTICLE 9

OTHER AGREEMENTS

This agreement does not affect the rights or obligations the Parties have acquired by virtue of other international agreements.

ARTICLE 10

SOLUTION OF DISPUTES

The Parties agree to solve any disputes arising from the application of this text by mutual agreement.

ARTICLE 11

FINAL CLAUSE: VALIDITY AND MODIFICATION

This agreement shall come into force on the date of its signature and have a duration of five (5) years, after which it will be renewed automatically for the same period of five (5) years, unless one of the Parties expresses in writing their desire not to renew it.

This agreement shall be in force until one of the Parties decides to terminate it, notifying the other Party in writing with at least six months' prior notice.

This agreement may be modified at any time by express mutual agreement between the Parties, formalized in writing and specifying the date from which the modification comes into force.

Early termination of this agreement shall not impede the conclusion of cooperation activities already formalized while the agreement is in force.

This text is signed in two original copies, in Portuguese.

Curitiba, 30th November 2012

[Signed by]

Maria Lucia Cavalli Neder

Dorothy Kelly

Chair

Chair of the Executive Board

Grupo Coimbra de Universidades Brasileiras

Coimbra Group

Witnessed by

Rossana Valeria de Souza e Silva

Marianne Wiesebron

Executive Secretary

Chair of the Latin America Task Force

Grupo Coimbra de Universidades Brasileiras

Coimbra Group