



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COIMBRA GROUP OF UNIVERSITIES
AND THE
ASSOCIATION OF UNIVERSITIES OF LATIN AMERICA AND THE CARIBBEAN**

This Memorandum of Understanding (“MOU”) is signed by the **COIMBRA GROUP OF UNIVERSITIES** and the **ASSOCIATION OF UNIVERSITIES OF LATIN AMERICA AND THE CARIBBEAN (UDUAL)**, (hereafter “Participating Organizations”) hereafter referred to as the “Parties”.

CONSIDERING, the Coimbra Group, represented by the Chair of its Executive Board, is interested in furthering links between its members and Latin American higher education institutions

CONSIDERING, UDUAL, represented by the General Secretary, is interested in enhancing its development activities in promoting the expansion of Higher Education

CONSIDERING, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

THEREFORE the Parties wish to express their intention to cooperate as follows:

**Article I
Purpose and Scope**

The purpose of this MOU is to provide a framework of cooperation and facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

**Article II
Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

- i) Mobility and accreditation, recognition of studies, diplomas and degrees based on multilateral agreements, promotion of student, researcher and staff mobility
- ii) Thematic Networks.
- iii) Development of joint projects, among others ENLACES.
- iv) The role of universities in service to society at different levels, especially their impact on local, regional and global development.



Article III Consultation and Exchange of Information

- 3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 3.2 Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.
- 3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.
- 3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV Implementation of the MOU

- 4.1 To this end, in order to implement the specific activities envisioned above, the Parties shall conclude cost-sharing agreements in accordance with the Parties' respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties.
- 4.2 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of the Party that will execute the cost.
- 4.3 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.
- 4.4 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.



Article V
Use of Name and Emblem

- 5.1 Neither Party shall use the name, emblem or trademarks of the other party, or any its subsidiaries, and/ or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.
- 5.2 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VI
Term, Termination, Renewal and Amendment

- 6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of two years from the Effective Date, unless terminated earlier by either party upon two months' notice in writing to the other party. The Parties may agree in writing to extend this MOU for subsequent periods of [2] years.
- 6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.
- 6.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VII
Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the Party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For Coimbra Group
Brussels Office
11, rue d'Egmont
BE 1000 Brussels
BELGIUM



For Association of Universities of Latin America and the Caribbean UDUAL:
General Secretariat
Ricardo Flores Magón 1
Col. Nonoalco-Tlatelolco
Delegación Cuauhtémoc
C.P. 06995
Ciudad de México
Mexico

Article VIII Settlement of Disputes

- 8.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- 8.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article IX Miscellaneous

- 9.1 This MOU and any related co-financing agreements and project documents comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.
- 9.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment.



**Article X
Effectiveness**

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR COIMBRA GROUP

Dorothy Kelly
Chair of the Executive Board

Date

***FOR THE ASSOCIATION OF UNIVERSITIES OF LATIN AMERICA AND THE
CARIBBEAN***

Roberto Iván Escalante Semerena
Secretary General

Date