

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE ORGANISATION OF SOUTHERN COOPERATION
(hereinafter referred to as the “OSC”)
AND
THE UNIÓN DE UNIVERSIDADES DE AMÉRICA LATINA Y EL CARIBE
(hereinafter referred to as “UDUALC”)**

Individually referred to as the “Party” and jointly referred to as the “Parties”

PREAMBLE

Whereas the Heads of State and Government and other high-level representatives of States as well as the duly authorised representatives of academic and civil society bodies from across the Global South adopted, at the International Summit – III ForumBIE 2030 held in the Republic of Djibouti on 27-29 January 2020, the Constitutive Charter establishing the Organisation of Southern Cooperation (OSC) as an international intergovernmental organisation and intersectoral platform;

Recalling that the decision to establish the OSC was inspired, in part, by the commitment of its Member States and Associate Members, expressed in the Universal Declaration of Balanced and Inclusive Education, to “Build platforms enabling international partnerships between educational institutions, cultural initiatives, and governments across countries” and to “build platforms to facilitate, strengthen, and amplify transdisciplinary cooperation and exchange between governments, institutions, and organisations in the Global South, hosting comprehensive resources to enable learning from similar challenges and best practices, enhance educational research, the critical production of knowledge, and bridge the techno-digital-scientific divide”, with the stated determination to “collectively construct and espouse a third, alternative, inclusive way of development” in order to “[serve] Humanity’s eternal aspirations, for which the Universal Declaration of Balanced and Inclusive Education was proclaimed”;

Noting that the Unión de Universidades de América Latina y el Caribe (UDUALC), which was represented at the III ForumBIE 2030 by its Secretary-General, is a party to the Declaration and a founding Associate Member of the OSC;

Further recalling that the General Assembly of the OSC, at its first ordinary session, adopted Resolution GA/RES/21 on the rights and duties of Associate Members, amongst which are the rights to “fully benefit from all the technical and institutional services that the Organisation offers to its Associate Members”, “contribute their knowledge and experience to the analysis of global, regional, local and sectoral issues”, and “obtain and exchange information, knowledge, and good practices with other Associate Members through the collaboration tools made available by the Organisation”;

Cognizant of the quintessential role of higher education institutions in the elevation of minds, the edification of consciousness, and the effecting of equitable and inclusive social transformation;

Recognising the necessity of South-South cooperation and solidarity to the emergence of a just, prosperous, and sustainable Third Way of Development;

Further recognising the desirability of regional collaboration and integration for national development and human fulfilment;

Underlining the complementary and mutually reinforcing nature of expanded cooperation in the South and of amplified integration within the respective regions that compose it;

Considering the historic role of the OSC, on the one hand, in reinforcing and expanding South-South cooperation and of UDUALC, on the other hand, in consolidating and amplifying Latin American and Caribbean integration through higher education;

Upholding that universality, motivated by human commonality, is only authentic when it emerges from the respectful encounter of Humanity's diversity;

Ratifying the centrality of the human dimension of the collective ideals proclaimed in the Universal Declaration of Balanced and Inclusive Education, and contained within the Constitutive Charter of the OSC;

NOW THEREFORE, the Organisation of Southern Cooperation (OSC) and the Unión de Universidades de América Latina y el Caribe (UDUALC), resolved to join efforts in service of their shared principles and common objectives, have reached an Understanding, expressed in this Memorandum, on the modalities of their collaboration in the implementation of a number of projects from the common Programme for 2023-2024 of OSC Member States and Associate Members, as follows:

SECTION A: AREAS OF COOPERATION

ARTICLE I: Bilateral university scholarships and exchanges

1. The Parties shall enter into mutual consultations to identify areas of particular interest to universities in Latin America and the Caribbean that are of equal interest in other regions of the South which would make it desirable to establish bilateral agreements on the exchange of students, faculty, and researchers;
2. The Parties shall enter into mutual consultations to identify academic credit systems currently used by member universities of UDUALC that are generally compatible with those used by other universities within OSC Member States or those with membership within another OSC Associate Member, rendering the establishment of a bilateral agreement on student and academic exchanges more practicable in the short-term;
3. UDUALC shall identify two (2) universities amongst its members, on the basis of paragraphs 1 and 2 of the present Article, and support the OSC in engaging with them to conclude, in 2024, respective bilateral agreements on student and academic exchanges with other universities within OSC Member States or those with membership within another OSC Associate Member.
4. UDUALC shall support the OSC in identifying and engaging with at least one of its member universities on the conclusion, in 2024, of a bilateral agreement granting a number of scholarships to students from an OSC Member State in an emergency situation.



5. The Parties shall enter into mutual consultations to explore the possibility of facilitating and conducting, during the course of the year 2024, a limited number of exchanges of researchers in Latin America and the Caribbean with researchers in other regions of the South.

ARTICLE II: The Framework to Reinforce Exchanges Between Youth and Regions through Education (FREYRE)

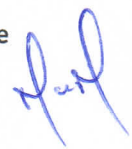
1. The OSC and UDUALC shall strive to organise a joint event on the Framework to Reinforce Exchanges Between Youth and Regions through Education (hereinafter referred to as "FREYRE") for universities of Latin America and the Caribbean at a date to be set, by mutual agreement, between July and September 2024.
2. The OSC shall present FREYRE, conceptually and technically, and collate from the participating universities recommendations for eventual integration within the final proposal to be submitted to the OSC General Assembly for consideration and validation in November 2024;
3. UDUALC shall encourage its member universities to support and participate within FREYRE in view of its operational launch in 2025.

Article III: The Greater South Information System (GreSIS)

1. UDUALC and its member universities shall upload their digital libraries and repositories to the OSC's Greater South Information System (GreSIS) in December 2023, and continuously do so as their digital libraries and repositories are updated.
2. The OSC shall, in turn, grant to UDUALC, its member universities, their students, researchers, and staff institutional access to GreSIS, without monetary charge, including all the resources, academic and non-academic, therein uploaded and regularly updated by other universities, institutions, centres, and individuals from other regions of the South.

ARTICLE IV: Congress of the Greater South (ConGreS)

1. UDUALC shall hold internal consultations with its member universities on their proposals for the definition and collective construction of a Third Way of Development – from and by the South, for Humanity –, with a view of having UDUALC present them at the academic and civil society organisations consultation meeting of the Congress of the Greater South (ConGreS).
2. The OSC shall share the scope, themes, and format of the aforementioned sectoral consultation of the ConGreS with UDUALC in order to inform the internal consultation that it shall conduct.
3. The OSC shall also provide any other in-kind support, as may be jointly agreed, to the UDUALC's internal consultation of its member universities.



ARTICLE V: Regional Intergovernmental Research Centre

1. The Parties shall enter into mutual consultations to identify areas of common interest to countries of Latin America and the Caribbean, or a sub-region therein, for the establishment of an OSC regional, intergovernmental transdisciplinary and contextual research centre.
- a) The Parties shall also enter into mutual consultations to define the eventual role of Latin American and Caribbean universities within the aforementioned centre, and the relations between the centre and the UDUALC membership, with a view of harnessing synergies, enhancing a community of mutual learning, and strengthening the Latin American and Caribbean transdisciplinary research ecosystem.

ARTICLE VI: Other Areas of Cooperation

1. The Parties shall regularly consult each other, on an ad hoc basis, on other areas of cooperation that they may jointly undertake within the spirit of the present Memorandum.
2. The Parties may, by mutual agreement, expand the scope of the areas of cooperation covered by the present Memorandum.

SECTION B: IMPLEMENTATION MODALITIES

ARTICLE VII: SUPPLEMENTARY AGREEMENTS AND FINANCIAL ARRANGEMENTS

1. The Parties may enter into supplementary project agreement(s) as may be necessary to fulfil the purposes of the present Memorandum.
2. Each Party shall bear its own expenses and costs relating to the performance of the present Memorandum.
3. The financial arrangements related to the joint implementation of any project within the framework of the present Memorandum shall be agreed by mutual consent on a case-by-case basis through a supplementary project agreement.

ARTICLE VIII: Establishment of a Joint Technical Committee

1. The Parties shall establish a joint technical committee (hereinafter referred to as the "JTC") to structure, undertake, and concretise the areas of cooperation evoked within the present Memorandum.
2. Each Party shall appoint, in writing, no less than three (2) and no more than four (3) members to the JTC.
3. The JTC shall be considered established once the minimum number of members have been appointed by exchange of letters between the Parties, no later than two (2) weeks following

the signing of the present Memorandum. and its first meeting shall be held no later than one (1) week following its establishment. Either Party may change the composition of their members appointed to the JTC, at any point and for any reason, and shall notify the other Party accordingly.

4. The JTC shall meet either in person or by virtual means, as determined by its members, and with a frequency to be determined by them. The first meeting of the JTC, whether in person or virtual, shall be held no later than three (3) following the signing of the present Memorandum.
5. The JTC shall have for responsibility to:
 - a. Implement all provisions of the present Memorandum, except in the case of provisions requiring a supplementary project agreement;
 - b. Prepare, for consideration and signature, any supplementary project agreement that may be required for the implementation of specific provisions of the present Memorandum.

SECTION C: GENERAL PROVISIONS

ARTICLE XIX: CAPACITY

1. The provisions of the present Memorandum shall be interpreted and applied in light of their primary purpose to set out the principles and modalities of cooperation between the Parties to further advance their shared objectives within the framework of a number of OSC Programmes. It shall not be interpreted to hinder, limit or exclude any other area, project, or initiative that the Parties may from time to time agree to undertake jointly.
2. The present Memorandum represents the intention of the Parties with respect to cooperation as contemplated herein. It shall not create any binding legal relationship and/or obligations on either Party.
3. The Parties are independent and nothing in the present Memorandum shall be interpreted to construe, create or establish an agency relationship, association, joint venture partnership or any other similar relation, between them, their agents, and their staff.
4. Neither Party is granted any right or power to undertake or create any obligation or liability, whether express or implied, in the name or on behalf of the other Party, or to bind it in any way.

ARTICLE X: NON-EXCLUSIVITY

The present Memorandum does not confer either Party any exclusivity regarding the activities or services such as those covered herein, and each Party accepts that the other Party may enter into similar memoranda, agreements or arrangements with other entities.



ARTICLE XI: CONFIDENTIALITY

1. Each Party undertakes to limit its use of any and all information disclosed to it by the other Party to the extent reasonably required to fulfil their respective commitments contained within the present Memorandum.
2. Without prejudice to the provisions of the present Article, the Parties may issue general press releases, either joint or individual, to communicate the fact of the signing of the present Memorandum between the Parties, its overall scope, and its objectives.

ARTICLE XII: AMICABLE RESOLUTION OF DISPUTES

Any dispute between the Parties arising out of or relating to the present Memorandum shall be settled amicably, by negotiation or jointly agreed mode of settlement.

ARTICLE XIII: NO ASSIGNMENT

The present Memorandum may not be transferred nor assigned by a Party to any third party without the express written permission of the other Party.

ARTICLE XIV: VALIDITY, AMENDMENTS, AND TERMINATION

1. The present Memorandum comes into effect upon signature by the Parties and shall remain valid unless terminated in accordance with the provisions of the present Article.
2. Either Party can request for amendment of the present Memorandum. Any such amendment shall be made by mutual consent and shall be done only in writing.
3. Either Party may terminate the present Memorandum for any reason upon written notification. Such notification must be given at least three (3) months in advance from the effective date of termination.

ARTICLE XV: NOTICES

All notices and request in connection with the present Memorandum shall be given to the Parties by email facsimile, subject to acknowledgement of receipt, as set forth below.

For the Organisation of Southern Cooperation (OSC):

Attention of: *The Secretary-General*
Through: *The Executive Office of the Secretary-General*
Email: EOSG@OSC-OCS.ORG
Copy: EOSG@OSC.INT

[Handwritten signature]

For the Unión de Universidades de América Latina y el Caribe (UDUALC):

Attention of: *The Secretary-General*
Through: *Secretary-General*
Email: semerena@unam.mx
Copy: secretaria.general@udualc.org

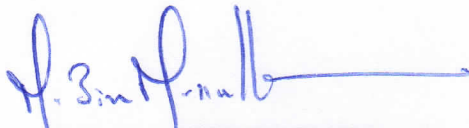
ARTICLE XVI: Privileges and Immunities

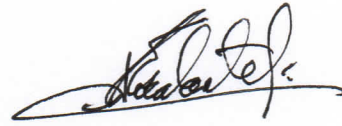
Nothing in or relating to the present Memorandum shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the Organisation of Southern Cooperation (OSC), including its subsidiary organs.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding, in two (2) equally authentic copies in the English language, by their duly authorised representatives, meeting in the city of Tegucigalpa, Honduras, on the 15th day of November 2023.

FOR THE OSC

FOR THE UDUALC


H.E. MANSSOUR BIN MUSSALLAM
The Secretary-General


DR. ROBERTO ESCALANTE SEMERENA
The Secretary-General