



MEMORANDUM OF UNDERSTANDING (MOU)

between the

ORGANISATION OF SOUTHERN COOPERATION (OSC)

and the

**INTERNATIONAL COOPERATION GROUP
OF BRAZILIAN UNIVERSITIES (GCUB)**

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June 19, 2024

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**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE ORGANISATION OF SOUTHERN COOPERATION
(hereinafter referred to as the "OSC")
AND
THE INTERNATIONAL COOPERATION GROUP
OF BRAZILIAN UNIVERSITIES
(hereinafter referred to as the "GCUB")**

Individually referred to as the "Party" and jointly referred to as the "Parties"

PREAMBLE

Whereas the Parties signed on February 8th, 2024, a Memorandum of Understanding (hereinafter referred to as "MoU"), which is still in force, and contemplates cooperation between the Parties to develop projects and activities in areas of common interest;

Recalling that Article III of the MoU states the Parties may enter into supplementary project agreement(s) as may be necessary to fulfil the purposes of the Memorandum. After obtaining authorization and financial resources for the implementation of such projects and activities, the Parties shall sign a Supplementary Agreement or Memorandum of Understanding with the applicable terms and conditions. These documents shall specify in detail the mutual responsibilities and obligations of the Parties, including, but not limited to, the nature and amount of the financial commitment of each Party;

Cognisant that the OSC will support up to 400 (four hundred) applicants from OSC Members States per year; through the International Mobility Program of GCUB, and that a Memorandum of Understanding was signed on May 7th, 2024 detailing the mutual responsibilities and obligations of the Parties within this area of cooperation;

Underlining that the Parties mutually recognise their legal personality and capacity;

NOW THEREFORE, the Organisation of Southern Cooperation (OSC) and the International Cooperation Group of Brazilian Universities (GCUB), 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 two additional projects from the OSC Common Programme for 2023-2024.

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SECTION A: AREAS OF COOPERATION

ARTICLE I: The Greater South Information System (GreSIS)

1. GCUB shall encourage associated universities in the Federative Republic of Brazil to upload their digital libraries and repositories to the OSC's Greater South Information System (GreSIS), and continuously do so as their digital libraries and repositories are updated.
2. The OSC shall grant to GCUB's associated universities that will upload their repositories to the platform, institutional access to GreSIS, including their researchers, students, and staff, without monetary charge, applicable to 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 II: Framework to Reinforce Exchanges between Youth and Regions through Education (FREYRE)

1. GCUB shall encourage its associated universities to become institutional participants in FREYRE, thereby serving as both receiving and sending institutions of participating students and academics.
2. GCUB shall actively promote the academic and non-academic mobility opportunities offered through the FREYRE programme with a view to enabling interested students and academics within its associated universities to make use of these opportunities.

ARTICLE III: 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 IV: 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 V: 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, between one (1) and four (4) 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. 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) weeks following the signing of the present Memorandum.
5. The JTC shall have the 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 VI: 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 occasionally 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.

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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 VII: 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 VIII: 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 IX: 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 X: 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 XI: 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.

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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 XII: NOTICES

All notices and requests 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: Under-Secretary-General for Research, Evaluation and Foresight (REEF)
Email: REEF@OSC.INT
Copy: ERIC@OSC.INT and EOSG@OSC.INT

For the International Cooperation Group of Brazilian Universities (GCUB):

Attention of: The Executive Director
Through: Special Advisor to the Executive Director
Email: rossana@gcub.org.br
Copy: specialadvisor@gcub.org.br; thiago.paluma@ufu.br

ARTICLE XIII: 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, in Addis Ababa, Federal Democratic Republic of Ethiopia, on 19 June 2024.

FOR THE OSC

FOR GCUB


H.E. Manssour BIN MUSSALLAM
Secretary-General


Professor Rosana Valéria de Souza e Silva
Executive Director