



## **FRAMEWORK AGREEMENT OF INTERINSTITUTIONAL COOPERATION**

**between**

**THE NATIONAL INSTITUTE FOR RESEARCH ON GLACIERS AND  
MOUNTAIN ECOSYSTEMS-INAIGEM**

**and**

**ERNST-ABBE-HOCHSCHULE JENA**

### **INTRODUCTION:**

This Framework Agreement of Interinstitutional Cooperation, hereinafter called "Framework Agreement", celebrated between:

**The NATIONAL INSTITUTE FOR RESEARCH ON GLACIERS AND MOUNTAIN ECOSYSTEMS**, hereinafter called **INAIGEM**, with legal address of Jr. Juan Bautista Mejía N° 887, Huaraz, Department of Ancash, with RUC N° 20600404262, duly represented by its Executive President, Engineer Nemesio Benjamín Morales Arnao, identified by personal document DNI N° 08775120, and designated as Executive President by means of Supreme Resolution N° 004-2015-MINAM; and:

**ERNST-ABBE-HOCHSCHULE JENA – UNIVERSITY OF APPLIED SCIENCE:** hereinafter called **EAH JENA**, with legal address in Germany, 07745 Jena, Carl-Zeiss Promenade 2, and its legal representative, Prof. Dr. Steffen Teichert, under the following terms and conditions:

### **1. THE PARTIES**

**INAIGEM**, created through Law N° 30286, is a specialized technical organization pertaining to the Ministry of the Environment, with legal status in public law, with competence on the national level and administrative, functional, technical, economic and financial autonomy. It is the maximum authority in scientific investigation of glaciers and mountain ecosystems.

The **EAH Jena** is a University of Applied Science and was founded in 1991. The institution EAH Jena is increasingly defined by interdisciplinary collaboration, which contributes an optimum of synergetic effects in various branches of engineering, in business administration and in the social sciences. Also in future, the **EAH Jena** will contribute to a sustainable solution of social, cultural, technological and economical tasks due to innovation, interdependence and responsibility in a practically oriented and research related education.

## **2. PURPOSE OF THE FRAMEWORK AGREEMENT**

The purpose of this Framework Agreement is to establish a strategic work alliance between INAIGEM and the EAH Jena, in common agreement and within the framework of their corresponding purposes and functions, in order to promote programmes, projects and activities of education and applied research, focused on the conservation of mountain ecosystems, promoting their sustainable management to benefit the populations that live in or receive benefits from these ecosystems.

## **3. CLAUSE: COMMITMENT OF THE PARTIES**

In order to comply with the purpose of the Framework Agreement, the parties agreed, within their capabilities, to carry out joint actions focused on:

- a) Planning and implementing programmes, projects and activities of applied research in the framework of the purpose mentioned in the previous clause.
- b) Generating knowledge through scientific research and technological development regarding mountain ecosystems.
- c) Developing other specific actions in benefit of the common interests of both parties.
- d) facilitating staff and student exchange

## **4. CLAUSE: FUNDING**

The parties agreed that the signing of this Framework Agreement does not necessarily suppose or imply a financial resources transference nor a payment for provision of services between the parties.

## **5. CLAUSE: SPECIFIC AGREEMENTS**

For executing the programmes, projects and activities, specific agreements will be signed, containing the purpose, commitments, and financial resources that each party plan to invest, as well as the activities schedule. These agreements will respect their own clauses, as well as the regulations of this Framework Agreement and the current legislation.

## **6. CLAUSE: APPOINTMENT OF COORDINATORS**

In order to direct the activities resulting from the Specific Agreements to be signed under this Framework Agreement, each party will appoint a coordinator, who will be responsible for each Specific Agreement.

## **7. CLAUSE: TERM OF VALIDITY, RENEWAL AND DISSOLUTION**

This Framework Agreement will come into force from its signing until 2023 after its signing, and can be extended by signing an addendum.

Without detriment to therefore mentioned, the parties agreed that any of them can dissolve this Framework Agreement. The claimant party shall send a communication to the other party not less than thirty (30) days in advance. The dissolution of this Framework Agreement leads to the automatic dissolution of all the specific agreements signed; however, the parties can agree the termination of any ongoing specific agreement.

## **8. CLAUSE: INTELLECTUAL PROPERTY RIGHTS**

a) The results of the programmes, projects and activities developed under this Framework Agreement and under the Specific Agreements signed, constitute intellectual property of the parties.

b) The use of such common intellectual property will be regulated by the terms of this Framework Agreement, and its publication shall grant the corresponding recognition to the ones involved in its elaboration.

c) The documents or other material previously developed by the parties which have been made available for purposes of this Framework Agreement and for the Specific Agreements signed, will maintain the corresponding original intellectual property rights in favour of each party.

d) The parties agreed not to use the name, logotype, symbol, and trademarks of one of parties without their previous written consent.

e) The parties will do their best effort to provide the widest access to the results of research made by the parties, and to all intellectual property resulted from their cooperative research actions.

## **9. CLAUSE: ASPECTS NOT INCLUDED IN THIS FRAMEWORK AGREEMENT**

The aspects not included in this Framework Agreement and the amendments conveniently done by the parties, will be established under mutual agreement through the signing of an addendum, which shall be signed under the same modality and formalities of this document; being also part of this Framework Agreement.

10. CLAUSE: DISPUTE RESOLUTION

Any disagreement or dispute resulting from the interpretation or fulfillment of this Framework Agreement shall be solved through direct contact, complying with the rules of good faith and common intention of the parties, agreeing to put their best efforts to reach the best solution.

11. CLAUSE: ADRESSES OF THE PARTIES

Any communication between the parties will be valid provided that it is sent to the addresses stated in the introduction of this Framework Agreement.

12. SUPERVISION

The parties shall periodically review the scope and commitments of this Framework Agreement and of the signed Specific Agreements; and, if applicable, propose or do the amendments, remarks, recommendations and corrective measures required.


13. CLAUSE: SIGNING OF THE FRAMEWORK AGREEMENT

Agree with the terms and conditions, the parties hereto sign two (02) originals of this Framework Agreement, in the cities of Huaraz and Jena.

Huaraz, 23/07/18

Jena, 16.07.2018

  
Eng. Nemesio Benjamín Morales Arnao  
Executive President INAIGEM

  
Prof. Dr. Steffen Teichert  
Rector EAH Jena  
Ernst-Abbe-Hochschule Jena  
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