

FRAMEWORK AGREEMENT FOR INTERNATIONAL COOPERATION

**Framework Agreement for Academic, Scientific, Technical, and Cultural Cooperation between
Biodiversity Research Institute (USA) and the University of Córdoba (Colombia)**

The Biodiversity Research Institute, headquartered in the United States, located at 276 Canco Rd, Portland, ME, represented by its General Director, David Evers, hereinafter referred to as "BRI," and the University of Córdoba, headquartered at Carrera 6 No. 77-305, in Montería, Córdoba, Colombia, represented in this act by its Rector, Prof. Dr. Jairo Miguel Torres Oviedo, hereinafter referred to as "Unicórdoba,"

CONSIDERING the cooperation agreement celebrated between the two institutions on April 2, 2024, whose objectives were to establish stable relationships between them, thus enabling the joint development of programs, projects, and research and development activities; as well as to establish methodologies for the development of joint activities, especially concerning research, monitoring, and restoration of ecosystems degraded by gold mining activities,

CELEBRATE THE PRESENT AGREEMENT, which will be governed by the following clauses:

CLAUSE ONE: Objectives of this Agreement

- I. Extend the institutional relationship between the Parties to continue promoting the joint development of programs, projects, and teaching, research, technical, and cultural activities of mutual interest.
- II. Define or, if necessary, improve or redefine the forms and means for the execution of such programs, projects, and activities, especially the conduct of scientific research, teaching activities, and academic exchanges.

CLAUSE TWO: Execution of the Objectives of this Agreement

- I. Joint development of programs, projects, and research activities in equivalent, similar, or compatible knowledge areas between the Parties, and/or on scientific topics of mutual interest.
- II. Mobility of professors, researchers, students, and technical and administrative staff for teaching and training activities, internships, missions, training, and other academic, scientific, and technical enhancement activities.
- III. Sharing and exchanging scientific, technical, and cultural information, as well as joint production of publications.
- IV. Co-organization of academic, scientific, and cultural events, such as conferences, symposia, seminars, and colloquia.
- V. Development of other programs, projects, and academic, scientific, and cultural activities of mutual interest and corresponding to their respective institutional objectives.

CLAUSE THREE: Realization of Programs, Projects, and Activities

The realization of the programs, projects, and activities listed in the previous clause will be subject to fund availability and formalized by signing addenda to this Agreement or specific cooperation agreements that will explicitly reference this instrument. Such addenda and specific cooperation agreements will detail the following: object(s) of the specific program, project, or activity; rights and commitments of both Parties; financial resources potentially involved in executing the respective object; validity period of the instrument and procedures for its modification and termination; methods of dispute resolution; as well as other pertinent terms and conditions relevant to its respective object, such as phases or specific forms of execution.

CLAUSE FOUR: Participation in Programs, Projects, or Activities

Participation in programs, projects, or activities under this Agreement does not establish an employment relationship between individuals originally linked to either Party and the other Party.

CLAUSE FIVE: Financial Commitments

Unless otherwise agreed in an amendment, this Agreement does not establish financial commitments from either Party to the other. Each Party will cover the costs of its specific participation in executing this instrument. Both Parties may seek resources individually or jointly from research and development promotion agencies, as well as from private and public companies and institutions, to facilitate the development of programs, projects, and activities under this Agreement.

CLAUSE SIX: Confidentiality, Intellectual Property Rights, and Publications

Notwithstanding the provisions of Clause Three, the following terms and conditions will apply to the programs, projects, and activities jointly developed by the Parties under or resulting from this instrument concerning confidentiality of information, intellectual property rights, and publications:


- I. Both Parties ensure that they, their respective employees, and any person linked to them will respect the confidential nature of all information, data, projects, know-how, and any other information and documents provided by either Party to the other under this Agreement, not disclosing them to third parties without the prior written consent of the Disclosing Party.
- II. The Parties will maintain strict confidentiality during the term of this Agreement and for five (5) years after its termination or rescission, regarding the confidential information exchanged between them or produced by them under this instrument, not disclosing it, directly or indirectly, to third parties or the public without the prior written consent of the Disclosing Party, nor using such information for purposes not provided for in this Agreement, unless required by law or court order.
- III. Notwithstanding the above, information that:
 - a) Is publicly known or already known by the Receiving Party before receiving the information without breaching this Agreement.

- b) Becomes publicly known in the future, without any Party being responsible for its disclosure.

- 9 IV. If a court order requires the Parties to disclose confidential information to third parties, the Party receiving the court order will notify the Disclosing Party of the confidential information about such order and take all appropriate legal measures, at its expense, to prevent the disclosure of such information or, if that is not possible, disclose only the part of the information strictly necessary to comply with the court order.
- V. All data, technologies, technical and commercial information, computer programs, procedures, and routines, whether registered or not, belonging to either Party and/or third parties but under their responsibility before the date of signing this Agreement, revealed to the other Party solely for the purpose of developing programs, projects, or activities under this instrument, will remain the property of the Party already in possession of such assets.
- VI. Both Parties explicitly agree that any results capable of protection by intellectual property rights, arising from programs, projects, or activities developed under this Agreement, will be jointly owned by BRI and Unicórdoba. These and other rights and duties of the Parties will be stipulated in a future specific agreement or contract, respecting the pertinent legal provisions.
- VII. The Parties commit to mutually informing each other about the emergence of new processes and/or products capable of protection by intellectual property rights arising from the development of programs, projects, or activities under this Agreement.
- VIII. Without prejudice to the above regarding confidentiality, the Parties may publish or present the results produced by developing this Agreement. Any publication or presentation resulting from this instrument must mention the cooperation subject to it and adequately protect the proprietary information or intellectual property related to such results or the confidential information disclosed by either Party.
- IX. Any publication or presentation by either Party of potential results produced under this Agreement will depend on the written consent of the other Party. Thus, the Party interested in publishing or presenting such results will disclose to the other Party the content of the publication or presentation, and this Party, within sixty (60) days from the date of receipt of the content of the publication or presentation in electronic document, will authorize or not authorize the publication or presentation of such document, stating the reasons for its decision. If no response is given within the aforementioned period, publication or presentation will be presumed authorized.

CLAUSE SEVEN: Effective Date and Duration


This Agreement enters into effect on the date of the last signature by the Parties and will remain in force for five (5) years, which can be extended by a duly signed amendment.



CLAUSE EIGHT: Modifications

The provisions of this Agreement can only be modified through an amendment signed by both Parties.

CLAUSE NINE: Termination



Both Parties can terminate this Agreement at any time, with a justified written notification to the other Party, presented with a minimum notice of three (3) months and acknowledgment of receipt. In case of termination of this instrument, the due conclusion of any ongoing activities under it will be ensured.

CLAUSE TEN: Dispute Resolution

Issues and disputes arising from the interpretation or execution of this Agreement will be resolved through direct and amicable understanding between the Parties. When an amicable solution is not possible, they will consensually choose a third party, a natural person, to act as an arbitrator.

The parties sign this instrument in two (2) identical copies, for a single effect.


Biodiversity Research Institute (United States),

Montería, Córdoba (Colombia),



15 July 2024

Dr. David Evers
Executive Director
Biodiversity Research Institute



Prof. Dr. Jairo Miguel Torres Oviedo
Rector
Universidad de Córdoba

10 SET. 2024

