

**AGREEMENT ON SCIENTIFIC COOPERATION BETWEEN
THE AGENCIA NACIONAL DE INVESTIGACIÓN E INNOVACIÓN AND
THE MAX-PLANCK-GESELLSCHAFT ZUR FÖRDERUNG DER WISSENSCHAFTEN E.V.**

The **Agencia Nacional de Investigación e Innovación (ANII)**, established by Law 17.930, with headquarters at Avenida Italia 6201, Edificio Los Nogales, Montevideo, Uruguay, represented by its President, FERNANDO BRUM, hereinafter referred to as **ANII**, and the **MAX-PLANCK-GESELLSCHAFT ZUR FÖRDERUNG DER WISSENSCHAFTEN E.V.**, founded on 26th of February 1948 (VR 13378 B Amtsgericht Charlottenburg), represented by its President Prof. Dr. MARTIN STRATMANN and its Secretary General Dr. LUDWIG KRONTHALER, hereinafter referred to as **MPG** and both hereinafter referred to as **Parties**:

CONSIDERING the need to strengthen the links between the scientific communities of both countries and also to encourage new forms of collaboration between its research institutions;

TAKING INTO ACCOUNT the importance of promoting cooperation in scientific and technological research between researchers in universities and research institutions in Uruguay and in Max Planck Institutes and wishing to strengthen this cooperation on the basis of equality and mutual benefit;

WISHING to promote initiatives for collaboration in scientific research and technological development in priority areas of interest to both Parties, fostering bilateral cooperation;

The Parties agree as follow:

1. Purpose

Through this Agreement, the Parties will promote and deepen scientific and technological cooperation between researchers from Uruguay and from Max Planck Institutes.

2. Methods of Collaboration

The Parties will promote such collaboration, observing its international obligations and national laws and other existing regulations, through mechanisms as:

- a) Activities of scientific exchange that will help to prepare the ground for the development of cooperative research activities between research teams from Uruguay and from Max Planck Institutes, including but not limited to visits for scientific exchange, workshops and bilateral scientific seminars with the goal of identifying future areas for cooperation;
- b) Cooperative research activities on research topics of mutual interest;
- c) Visits of scientists from Max Planck Institutes in Uruguay via the call of ANII "Visits of guest scientists from abroad".

3. Scientific Areas

The scientific areas of cooperation may be, but are not determined to basic research in:

- Computational Sciences and Informatics
- Molecular Biology, Biomedicine and Health
- Environmental Sciences and Monitoring
- Energy Research
- Research on Education and Social and Legal Development
- Plant Sciences and Biotechnology
- Material Sciences and Nanotechnology

and other areas defined and agreed by both Parties in writing.

4. Implementation

- a) ANII will implement funding processes for outstanding researchers to enable them to enter into collaborative activities as described in Clause 2 with Max Planck Institutes. Collaborative activities shall always be subject to scientific relevance, scientific interest and the respective budget availability of each Party. Neither Party shall be bound to enter into specific collaborative activities.
- b) ANII will inform MPG on any call for proposals, any applications and sponsored activities by ANII that might be of scientific interest for a collaborative activity; MPG shall distribute this information amongst relevant and interested Max Planck Institutes for their attention.

5. Financial Aspects

The Max Planck Institutes are autonomous units in terms of their research activities and the use of their own financial and infrastructure resources. Therefore, any envisaged activities are – on the MPG side – subject to scientific interest and the budgetary appropriations of the respective Max Planck Institute, and – on the Uruguayan side – of ANII. It is the understanding of the Parties that each Party will bear its own financial costs regarding the collaborative activities.

Any cooperative research activities between Max Planck Institutes and researchers from Uruguay funded by ANII shall be based on a specific cooperation agreement signed by the higher education and research institution in Uruguay and the collaborating Max Planck Institute. This specific cooperation agreement must regulate aspects of financing, confidentiality, publication and intellectual property rights, among others, in observance of the policies of each Party.



6. Term

This Agreement shall be valid for a period of 5 (five) years from the date of its signing and may be extended by mutual agreement between the Parties in a written amendment to this Agreement.

The Parties may terminate this Agreement by written notice, with a period of three months in advance.

The termination of this Agreement shall not affect the implementation of projects and programs that are ongoing or have already been approved.

7. Coordination and Communications

Any notice to be served on either of the Parties by the other shall be made in writing and shall be sent by email to the following addresses:

- (a) ANII:
Avenida Italia 6201, Edificio Los Nogales
Montevideo, Uruguay
Att.: Omar Barreneche
CEO
e-mail: obarreneche@anii.org.uy
- (b) Max-Planck-Gesellschaft:
Hofgartenstr. 8
D-80539 München
Att.: Dr. Andreas Trepte, Head of the MPG Liaison Office for Latin America
e-mail: trepte@gv.mpg.de

8. Modifications

This Agreement may be amended by mutual consent of the Parties and made official by written Addenda.

9. Miscellaneous

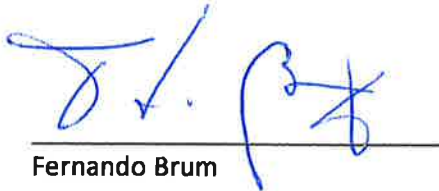
- a) Each Party covers its own administration costs for the implementation of this Agreement.
- b) This Agreement generally is subject to the availability of funds in the budget of each Party and the applicable laws and regulations of their respective countries.
- c) The Parties shall indemnify and keep each other harmless against and from any and all claims, actions, demands, suits, damages, costs and direct losses arising in connection with any gross negligent act, omission or wilful misconduct of the other Party in the performance of this Agreement; or any failure of the other Party to comply with applicable laws.
- d) The Parties shall maintain the highest ethical and legal standards in funding research under this Agreement.
- e) This Agreement is drawn up in the English and Spanish language. Both copies are signed in duplicate and are equally authentic. Should any discrepancy occur between the English and the Spanish version of this Agreement, the English version shall prevail.

- f) The Parties agree that this Agreement is produced in good faith, so that any dispute and / or interpretation arising therefrom in relation to its implementation, execution and compliance will be resolved jointly by them and shall be in writing. If no agreement is reached between the Parties, this document will be terminated without liability to the Parties that should agree how to conclude the actions in progress to date of notification of termination by either Party.

Signed in Munich, Germany, and Montevideo, Uruguay, in two original copies in English by the Parties' duly authorized representatives.

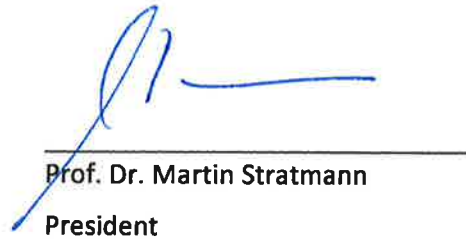
Agencia Nacional de Investigación e Innovación (ANII)

Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. (MPG)



Fernando Brum
President

Date of signature: _____



Prof. Dr. Martin Stratmann
President

Date of signature: 14.07.2016



Dr. Ludwig Kronthaler

Secretary General

Date of signature: 29.7.2016