

CM-2019/ECB-UP

**FRAMEWORK CONVENTION OF INTERINSTITUTIONAL COOPERATION
BETWEEN THE UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION
CORPORATION AND THE INSTITUTE OF RESEARCH OF THE PERUVIAN
AMAZON**

Consent is hereby given for the establishment of the Framework Cooperation Agreement ("Framework Agreement") between the **UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION** (through the School of Biological Science in the Faculty of Health and Science), which will henceforth be called "**ECB-UP**", whose principal office is at University House, Winston Churchill Avenue, Portsmouth PO1 2UP, United Kingdom, duly represented by its Pro Vice-Chancellor, CHRIS CHANG, identified with a Malaysian national identity document 621115106297 and of the other part the **INSTITUTE OF RESEARCH OF THE PERUVIAN AMAZON**, which from now on will be called "**EL IIAP**", with RUC N° 20171781648, whose principal office is at Av. Abelardo Quiñones Km. 2.5, district of San Juan Bautista, province of Maynas, department of Loreto - Peru, duly represented by its President, M.Sc. **PABLO ELOY PUERTAS MELENDEZ**, identified with national identity document N° 05269393.

ECB-UP and **IIAP** are collectively referred to as **THE PARTIES** under the following terms and conditions:

FIRST CLAUSE: OF THE PARTIES.

"**ECB-UP**" The main objectives of "**ECB-UP**" include:

- Deliver, analyse and evaluate fundamental concepts of Biology, Ecology and Evolution of organisms;
- Human capacity building in research themes aligned with the fields of Biology, Marine Biology and Biotechnology, and the undergraduate and postgraduate level;
- Develop scientific knowledge in general aspects of ecology and evolution, as well as management and conservation of natural resources and biodiversity;
- Provision of advisory services, technical support and others in their fields of competence.

Its areas of expertise include:

- Scientific research on Biodiversity and Evolution in the Neotropics, Mediterranean Environments and the Arctic,
- Epigenetics and Developmental Biology,
- Ecotoxicology and Environmental Monitoring,
- Management of marine natural resources,
- Environmental microbiology and biotechnology,
- Molecular biophysics.



CM-2019/ECB-UP

"ECB-UP" has the following research facilities: research glasshouses adapted to tropical and Mediterranean environments, equipped laboratories for molecular biophysics (including nuclear magnetic resonance microscopy), monitored aquaria and boats to conduct marine surveys, various molecular and ecological labs and microscopy (epifluorescence, SEM) to conduct research in botany, zoology, molecular biology and environmental microbiology.

"EL IIAP" is a national organization with legal status of internal public law and economic and administrative autonomy; and constitutes a budget statement in accordance with the provisions of Law No. 23374 - Law of the Research Institute of the Peruvian Amazon, mandated by Article 120 of the Political Constitution of Peru of 1979. Its mission is to generate and incorporate knowledge, technologies innovators and ancestral knowledge, at the service of Amazonian societies and ecosystems. Its purpose is to carry out the inventory, research, evaluation and control of natural resources; promote its rational exploitation and its industrialization for the economic and social development of the region. Its jurisdiction is the area that corresponds geographically to the Peruvian Amazon Basin.

LEGAL BASE:

- Political Constitution of Peru.
- Law No. 23374; IIAP Creation Law
- Law No. 30879; Budget Law of the Public Sector for fiscal year 2019
- Legislative Decree No. 1429, which updates and strengthens the institutional management of the collegiate bodies of the Peruvian Amazon Research Institute (IIAP).

SECOND CLAUSE: OBJECTIVE OF THE AGREEMENT.

To combine inter-institutional efforts in actions of reciprocal interest, within the scope of their competences and functions, mainly to increase research contributions, training especially in the fields of botany and ecology of the Euphorbiaceae plant family and the behavioural ecology of native bees of Peru, implement joint projects of biological scientific research, including the project entitled "*Understanding pollinator shifts in Dalechampia species of Peru*", Exchange of experts in temporary terms; disseminate results of joint investigations in scientific reports and publications; assign the necessary qualified personnel for the execution of activities. The collaboration with other programs of **THE PARTIES** is not exclusive.

THIRD CLAUSE: COMMITMENTS OF THE PARTIES.

THE PARTIES undertake to contribute according to their objectives and internal rules, to the development of the specific activities, which will be the subject of specific agreements, with reference to said agreement in said documents.

Likewise, **THE PARTIES** commit to:

- Share information for joint activities or activities of common interest.
- Find other possibilities for collaboration, logistics coordination in the field, technical advice, institutional support and others that benefit both parties.

- Include the institutional logos of ECB-UP and EL IIAP in the documents resulting from joint activities or using shared information, previously consulting on the mention of other institutions that financed or supported obtaining the original information used.
- Respect the applicable national legislation applicable in all joint works.

FOURTH CLAUSE: EXECUTION OF THE AGREEMENT.

This Framework Agreement may be executed through specific agreements, which will be jointly defined and agreed in areas and topics of common interest, detailing the general and specific objectives, deadlines, budgets, modality and everything that is considered necessary for its proper execution in order to obtain results, achievements and impacts.

FIFTH CLAUSE: FINANCING.

THE PARTIES agree to specify that in the case of a framework agreement to establish the main lines and mechanisms of inter-institutional cooperation, it does not imply or imply transfer of economic resources or payment of any consideration between the two institutions

SIXTH CLAUSE: COMMUNICATIONS AND ADDRESS.

All the communications that **THE PARTIES**, must attend in the execution of this Framework Agreement, will be made in the addresses indicated in the introductory part of this document. Any variation of the address will only take effect after being communicated in writing to the other party.

SEVENTH CLAUSE: ON THE COORDINATION.

In order to maintain adequate coordination, each of the institutions will designate a liaison officer with the capacity to make operative decisions that are necessary in order to ensure the execution of this agreement

EIGHTH CLAUSE: TERMINATION OF THE CONVENTION.

The present Framework Agreement may be resolved:

- By mutual agreement of **THE PARTIES**;
- Termination of the convention may also be undertaken unilaterally by notice by either party through a formal letter giving to the other party no less than thirty (30) calendar days notice.

CM-2019/ECB-UP

NINTH CLAUSE: **VALIDITY, DEADLINE AND MODIFICATION.**

The present Framework Agreement will become effective as of the date of last signature by **THE PARTIES**, and will last for five (05) years, and may be modified via Addendum by mutual agreement of **THE PARTIES**.

The laws of England and Wales shall govern the agreement constituted by this Framework Agreement and the courts of England and Wales shall have exclusive jurisdiction for all matters arising under it.

THE PARTIES express their agreement with each and every one of the clauses established in this agreement, in faith of which they subscribe in two (02) original copies. This framework agreement is signed in two languages and in the event of a conflict this English version will prevail.

TENTH CLAUSE: RIGHTS AND REMEDIES

This Framework Agreement is for the benefit of **THE PARTIES** to it and is not intended to benefit or be enforceable by anyone else. **THE PARTIES** agree that the provisions of the eighth and ninth clauses shall be legally binding.

Duly authorised for and on behalf the
University of Portsmouth Higher
Education Corporation

Signature:

CHRIS CHANG
Pro Vice-Chancellor (Global Engagement
and Education Partnerships)

Dated: 09 September 2019

Duly authorised for and on behalf of
The Institute Of Research Of The Peruvian
Amazon

Signature:

M.Sc PABLO ELOY PUERTAS MELENDEZ
President

Dated: 05 SET, 2019

