



PARTNERSHIP AGREEMENT

between

ANDEAN COMMUNITY GENERAL SECRETARIAT

(hereafter referred to as “ACGS”), with legal address in Avenida Paseo de la República 3895, San Isidro, Lima, Perú, represented by its General Secretary, Mr Jorge Hernando Pedraza,

and

EUROPEAN UNIVERSITY INSTITUTE

(hereafter referred to as EUI), with legal address in Badia Fiesolana, Via dei Roccettini 9, I-50014 San Domenico di Fiesole (FI), Italy, represented by its President, Professor Renaud Dehousse

referred to individually as a “Party” or collectively as the “Parties”, which

have agreed to establish this Partnership Agreement (hereinafter referred to as “Agreement”), in order to promote and facilitate cooperation between the ACGS and the EUI, driven by the mutual interest in promoting research and knowledge related to the integration processes in Latin America and in Europe, with special emphasis on the Andean Community and on the European Union.

1. Parties Involved

The ACGS is a sub-regional organisation with international legal personality, as per the Cartagena Agreement. The ACGS is the executive body of the Andean Community and it acts in accordance with the interests of the Member Countries, maintaining working relationships with the executive bodies of other regional integration and cooperation organisations, in order to strengthen their relationship and their reciprocal cooperation.

The EUI is an inter-governmental organisation, established in 1972 to operate in the fields of higher education and research. The EUI has a three-pillar mandate: (i) providing doctoral and post-doctoral researchers with advanced academic training; (ii) fostering research and analysis related to the European integration process and shifts in politics in Europe and globally; and (iii) delivering postgraduate and executive education on transnational governance mainly through its School of Transnational Governance (hereafter referred to as “STG”). The EUI has 23 Member States, and hosts an international community of more than 1,100 academic and administrative staff.

2. Purpose

The purpose of this Agreement is to establish a framework for mutual cooperation between the Parties in the following areas, but not limited to: research, policy dialogue, learning/ training, staff exchange and internships.

3. Activities

The Parties agree to implement their cooperation around the activities described in the paragraphs below, but not be limited to. The Parties may define the details of the different cooperation activities laying down

appropriate written arrangements during the lifetime of this Agreement (such as deadline, delivery, economic conditions, etc.).

3.1 Research

The ACGS and the EUI will promote each other's research in mutually beneficial ways.

Both Parties underline their continued commitment to sharing and producing research papers and studies, as well as to jointly developing other activities and related outcomes, concerning topics of common interest and through dedicated events.

The ACGS may ask the EUI to submit proposals for undertaking research studies, based on ACGS's public procurement procedures.

The Parties may agree on practical arrangements for deeper cooperation, as appropriate, in writing.

3.2 Events

The Parties may organise joint events in a variety of formats, including conferences, high-level policy dialogues, workshops between relevant departments of the ACGS and the EUI, as well as external stakeholders, mainly concerning topics relevant to regional integration processes and transnational governance.

3.3 Trainings

The EUI will provide ACGS with regular information on executive education trainings organised by the Academic Units - particularly by its STG - and the Services of the Institute.

The ACGS will inform its officials and, when appropriate, officials of its Member States regarding executive education trainings organised by the EUI.

The ACGS will inform the EUI about courses organised for its own staff, which may be available to the EUI.

The ACGS may invite the EUI to submit offers for tailored executive education trainings focussing particularly on the needs of the Andean integration process.

In this context, the ACGS would designate officials who will participate in executive education trainings, with a view to promoting active exchange of experience and best practice between the Parties. The officials designated for the executive education trainings have to comply with EUI's selection requirements. The EUI will conversely seek to involve the ACGS in the teaching of such modules, where appropriate.

The Parties agree that the terms of the mutual participation to executive education trainings organised by each of the Party as well as details of collaboration on trainings will be defined case by case through appropriate written agreements.

3.4 Staff exchanges and Internships

The Parties will promote staff exchange programmes in the following areas but not limited to: research, policy dialogue and learning/training. Expenses related to such staff exchange shall be honoured by the sending Party.

ACGS will seek to offer the opportunity to EUI master's students and doctoral/post-doctoral researchers for short internships to pursue a temporary professional or research interest.

The Parties agree that the details of mutual collaboration in relation to staff exchanges and internships will be defined through appropriate written agreements.

3.5 Visa, insurance and accommodation

In case of mobility between the Parties, such as participation to events and trainings, staff exchanges and internships, the hosting Party will issue the paperwork necessary to enable each visiting individual to apply for the applicable visa.

Each visiting individual bears full responsibility for applying and obtaining the applicable visa or any other required documentation from the competent national authorities in a timely manner.

Neither Party shall have liability to the other Party in the event that the individual supposed to go on exchange or on an internship as well as to participate in events and trainings fails to obtain the applicable visa or any other required documentation.

Each visiting staff, student or researcher is required to have a general liability insurance coverage and an international accident and health insurance including all medical, hospital and repatriation expenses while in the host country.

Visiting staff, students or researchers shall receive information about finding accommodation in the hosting city.

4. Implementation

The Parties will coordinate and exert efforts aiming to mobilise and secure adequate means for the implementation of the present Agreement with due diligence.

The Parties shall conclude separate written agreements, defining the details of the activities agreed upon along with the responsibilities of each Party, including costs and expenses and how they are to be borne by the Parties, as well as such issues as liability and intellectual property.

However, nothing in this Agreement shall create any joint venture between the Parties, which hereby recognise that their collaboration under this Agreement is non-exclusive.

The Parties will ensure that the activities developed jointly will reach out to a broad number of potential applicants.

Each Party will appoint a reference office in charge of those actions and of the development of the joint activities, as follows:

For the ACGS:

Office of the Secretary-General,
E-mail: correspondencia@comunidadandina.org

For the EUI:

Office of the President,
E-mail: External.Relations@eui.eu

5. Confidentiality and Data Protection

Each Party will guarantee confidentiality about any information and documents acquired during the implementation of joint activities.

The above-mentioned obligation will endure even after the termination of this Agreement and applies to directors, officials, employees, collaborators, as well as faculty, researchers and students, and to all the staff of the Parties.

The Parties will respect the provisions of data protection applicable to each of the Parties respectively.

Under the present Agreement, transfer of personal data to third parties must respect certain conditions. In particular, adequate safeguards for the protection of personal data must be provided by the third parties

concerned. The Parties agree to work jointly on the implementation of this obligation through written arrangements before any transfer of personal data takes place within the framework of this Agreement.

6. Intellectual Property

With express authorization of the Parties, projects and outcomes related to this Agreement may be published, specifying that they were carried on within the framework of this Agreement.

In case the specific agreements concluded within the framework of this Agreement are related to projects or outcomes that might be protected by intellectual property rights, a specific clause containing provisions of intellectual property rights shall be included in each special agreement.

The intellectual property rights over existing content, provided between the Parties within the framework of this Agreement, will still belong to its original owner, unless otherwise agreed in writing.

Each Party may grant to the other a license for the non-exclusive use of projects and outcomes, for purposes related to activities developed within the framework of this Agreement.

7. Assignment

This Agreement shall not be assigned totally or partially to third parties.

8. Privileges and Immunities

Nothing in or relating to this Agreement shall be construed as a waiver or suspension, express or implied, of the privileges or immunities the Parties enjoy as international organisations.

9. Disputes

Disputes arising from or in connection with this Agreement, including interpretation or application of any provision herein contained, will be settled amicably by the Parties in good faith. Such a settlement shall be reached within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement.

10. Funding

This Agreement sets out a general framework of collaboration between the Parties and does not obligate either Party to provide any funds for the other Party. In engaging in any activities under this Agreement, either Party shall bear its own costs, unless the Parties specifically agree otherwise.

11. Entry into force, duration, termination and amendments of the Agreement

The Agreement will enter into force on the date of the last signature by one of the Parties with a duration of five (5) years.

Upon positive evaluation of its implementation, the Parties may decide to renew this Agreement in writing, prior to its expiration date.

The Parties can amend the Agreement only by mutual consent in writing.

Either Party may terminate this Agreement upon three (3) months written notice to the other Party.

In the circumstances of amendments and of termination, all activities under this Agreement already in progress will be completed, unless the Parties specifically agree otherwise.

12. Languages

The Parties have agreed that this Agreement is signed in two (2) originals in the English language and in two (2) originals in the Spanish language. The English and Spanish versions of this Agreement are equally authentic and valid.

For the Andean Community General Secretariat:



Jorge Hernando Pedraza
Secretary-General
Andean Community General Secretariat

Date: 5.2.2020

Place: Lima.

For the European University Institute (EUI)



Renaud Dehousse
President
European University Institute

Date: 8.2.2020

Place: Florence