MEMORANDUM OF UNDERSTANDING

between

the Departamento Administrativo de Ciencia, Tecnología e Innovación
COLCIENCIAS
Cra. 7B Bis No. 132-28, Bogotá D.C., Colombia
represented by its Vice Director Dr. Hector Jaime Rendón Osorio
(hereinafter referred to as “COLCIENCIAS”)

and

Universidad Nacional de Colombia
Cra. 45 No 26-85 - Edificio Uriel Gutiérrez, Bogotá D.C., Colombia
represented by its Rector Prof. Dr. Ignacio Mantilla Prada
(hereinafter referred to as “UN”)

and

Universidad de Antioquia
Calle 67 No. 53-108, Medellín, Colombia
represented by its Rector Prof. Dr. Alberto Uribe Correa
(hereinafter referred to as “UdeA”)

and

Max Planck Society for the Advancement of Science e.V.
Hofgartenstraße 8, 80539 München, Germany
represented by its President Prof. Dr. Peter Gruss
(hereinafter referred to as “MPG”)

(collectively hereinafter referred to as “PARTNERS”)

[Signature]
WHEREAS COLCIENCIAS is the Colombian Department of Science, Technology, and Innovation (ST+I). It promotes the policies to promote ST+I in Colombia and is funded by the Colombian Government;

WHEREAS the UN and UdeA are the main public universities leading teaching and research in the country committed to develop higher education to levels of excellence;

WHEREAS the MPG is a formally independent non-governmental and non-profit association of research institutes publicly funded by the federal and the 16 state governments of Germany. It promotes research in its own institutes. The 82 Max Planck Institutes (MPI) conduct basic research in the interest of the general public in the natural sciences, life sciences, social sciences, and the arts and humanities;

BECAUSE OF their significant specific research interests in the biochemical, biophysical, cell biological, immunological and microbiological aspects of tropical infectious diseases as well as in the therapeutic uses of the biodiversity;

BECAUSE all Partners are interested in cooperating with each other;

REFERRING TO the Memorandum of Understanding between COLCIENCIAS and MPG dated November 1, 2013

THEREBY all Partners wish to broaden the scope of their scientific cooperation by signing the following Memorandum of Understanding:

Article 1
The Partners state their interest in the establishment, funding and support of up to six Max Planck Research Groups (MPRG) in Colombia. It is envisaged of the Parties that the two Universities UN and UdeA shall host these MPRG at their research campuses.

The Parties wish to promote and strengthen their collaborative efforts by a close cooperation of the MPRG with at least one research group or department of a Max Planck Institute in Germany and a research group or institute at UN or UdeA.

In their previous consultations the Partners have identified the "Interdisciplinary Basic Research of Tropical Infectious Diseases" as well as the "Interdisciplinary Basic Research on the Therapeutic Potential of Biodiversity" as possible scientific research areas for any MPRG introduced.

The Partners acknowledge that a MPRG follows certain rules and procedures by MPG that govern the instalment of Max Planck Research Groups and that any installation of a MPRG will always need to follow said rules and regulations.

Thereby it is envisaged that each MPRG shall further engage in scientific cooperation with other research groups, centres and institutes of UN and/or UdeA as well as other universities and/or research centres in Colombia as well as with Max Planck Institutes in Germany.
Article 2

The scope of activities of the Partners' collaboration may further include, but is not limited to:

a. Exchange of scientists,
b. Joint scientific investigations,
c. Exchange of graduate students and postdoctoral fellows,
d. Joint seminars and workshops; and
e. Other activities required for carrying out the scientific program of the groups.

Workshops and summer schools initiated as an activity shall be managed by the Partner organising said activity and closely followed by the other Partners.

Article 3

All Partners are willing to support the MPRG in Colombia by certain contributions. Thereby it is the intention of the Partners that COLCIENCIAS, UN and UdeA shall contribute to the funding of the MPRG, whilst MPG shall not contribute to the funding, but shall provide close ties and access to Max Planck Institutes and its infrastructure as partners of the MPRG in Germany and shall give scientific advice to the MPRG and organise the international scientific evaluation of the MPRG.

Article 4

Principles for the introduction of a Max Planck Research Group shall inter alia include:

- A Max Planck Research Group Leader (MPRGL) in the position of an Associate Professor (or equivalent) shall head each group. He/she shall hold first line supervisor authority on the staff members of his/her MPRG.

- The selection of the MPRGL shall be carried out according to Max Planck criteria on the selection of MPRGL following a certain procedure to be laid upon in a later agreement. MPRG are usually set up for a five years term. Maximum two extensions of two years each are possible, these, however, only after favourable independent evaluation of scientific success and financial availability. It is envisaged that the MPRGL shall have tenure track positions at UN, UdeA or another Colombian university or scientific institution after the MPRG has been finished.

- The scientific programme of the Max Planck Research Groups to be pursued shall be solely determined by the MPRGL; the MPRGL will especially carry out the work independently within the scope of the research task at hand and will not be subject to any restrictions as to the selection, sequence and execution of scientific activities.

- The MPRG shall follow certain evaluation criteria and annual reports as laid down in the rules and procedures for MPRG.
Article 5

It is the intention of all Partners to sign a cooperation agreement on the Understanding laid down in this Memorandum. This cooperation agreement shall contain details regarding funding and contributions, rules and regulations on the procedure of introducing MPRG, confidentiality, publication and intellectual property rights, among others.

Article 6

Any dispute arising from the interpretation or implementation of the Memorandum of Understanding will be resolved amicably and expeditiously by consultation or negotiation between the Parties or such other means as they may mutually decide.

Article 7

This Memorandum of Understanding may be amended by mutual written consent of the Parties at the request of either Party; any amendments will become effective upon written notification by the Parties.

Article 8

This Memorandum of Understanding shall be valid for a period of two (2) years. By mutual consent, it may be extended for an additional two-year period. It may be terminated by either Party if at least three (3) months written notice is given to the other Party. Termination of this Memorandum of Understanding will not affect the activities already approved jointly under the terms of this Memorandum of Understanding.

This Memorandum of Understanding has been produced in four original copies in English. All texts are equally authentic and of equal effect.

[Signatures appear on the following page]
Munich, May 16th, 2014
For COLCIENCIAS

Dr. Hector Jaime Rendón Osorio
Vice Director

Munich, May 16th, 2014
For MPG

Prof. Dr. Peter Gruss
President

Munich, May 16th, 2014
For UN

Prof. Dr. Ignacio Mantilla Prada
Rector

Munich, May 16th, 2014
For UdeA

Prof. Dr. Alberto Uribe Correa
Rector