

**Cooperation Agreement for the
Maria Sibylla Merian International Centre for Advanced Studies in the Humanities and
Social Sciences Conviviality-Inequality in Latin America**

Mecila

The institutions mentioned hereafter,

Freie Universität Berlin

represented by the Head of the research division, Ulrich Rössler,
Kaiserswerther Str. 16-18
14195 Berlin - Germany

for the implementing entity: **ZI Lateinamerika-Institut**

Project leader: Prof. Dr. Sérgio Costa

FUB-Contract Number: 2018000144

– hereinafter “**FU Berlin**” –

and

Universität zu Köln

represented by its Chancellor, Dr. Michael Stückradt
Albertus-Magnus-Platz
50923 Köln - Germany

for the implementing entity: **Historisches Institut, Iberische und Lateinamerikanische
Abteilung**

Project leader: Prof Dr. Barbara Potthast

– hereinafter “**UzK**” –

and

Stiftung Preußischer Kulturbesitz

represented by its President, Prof. Dr. Hermann Parzinger
Villa von der Heydt
Von-der-Heydt-Str. 16-18
10785 Berlin - Germany

for the implementing entity: **Ibero-Amerikanisches Institut**,
Project leader: Prof. Dr. Barbara Göbel

– hereinafter “**SPK / IAI**” –

and

Universidade de São Paulo

represented by its Rector, Prof. Dr. Vahan Agopyan
Rua da Reitoria, 374 - Cidade Universitária
São Paulo – SP, Brazil
CEP: 05508-220

for the implementing entity: **Universidade de São Paulo**
Project leader: Prof. Dr. Samuel Rodrigues Barbosa

– hereinafter “**USP**” –

and

Centro Brasileiro de Análise e Planejamento/ CEBRAP

represented by its President, Prof. Dr. Marcos Nobre,
who is also the project leader at CEBRAP
R. Morgado de Mateus, 615
Vila Mariana, São Paulo – SP, Brazil
CEP 04015-051

– hereinafter “**CEBRAP**” –

and

El Colegio de México

represented by its President, Dr. Silvia E. Giorguli

Carretera Picacho-Ajusco 20, Fuentes del Pedregal, 14110
Ciudad de México, DF, Mexico

for the implementing entity: **El Colegio de México**

Project leader: Dr. Laura Flamand

– hereinafter “**COLMEX**” –

and

Instituto de Investigaciones en Humanidades y Ciencias Sociales (CONICET / Universidad Nacional de La Plata),

represented by Dr. Fernando Tauber, UNLP President

51 ENTRE 124 Y 125, EDIFICIO C S/N piso: 2

Código Postal 1925

Buenos Aires - Argentina

for the implementing entity: **IdIHCS**

Project leader: Dr. Gloria Beatriz Chicote

– hereinafter “**IdIHCS**” –

enter into the following agreement to implement the joint project

**“Maria Sibylla Merian International Centre for Advanced Studies in the Humanities and
Social Sciences
Conviviality-Inequality in Latin America”**

- hereinafter “**Mecila**” – .

Preamble

To implement the joint project, the establishment of Mecila, each of the three German project partners have applied to the German Federal Ministry of Education and Research (BMBF) for financial support. The respective sub-projects of the three German project partners are funded by the BMBF's own grant. In cooperation with the four Latin American project partners, they develop and operate Mecila, headquartered in São Paulo, and organize other activities in the respective locations of the project partners. In order to consolidate and coordinate the funded work, the project partners agree to cooperate in accordance with the following provisions:

§ 1 Object

(1) The purpose of this Cooperation Agreement is to coordinate the related tasks of the project partners, which can be scientific, administrative or financial in order to ensure that the joint project referred to in the preamble leads to the best possible result.

(2) The cooperation will be carried out in close coordination based on the joint application (main phase), including the binding commitments made by the seven partner institutions (**Annex 1**) and – where available – the provisions of the respective allocation notices (**Annex 2**).

§ 2 Project involvement of each partner

(1) The focal points of the project partners are:

a) **FU Berlin / ZI Lateinamerika Institut**

FU Berlin is responsible for the overall coordination and the scientific development of Mecila. This includes:

- management of the coordinating office in São Paulo and coordination of the cooperation of the Executive Board with the participation of all consortium partners, which decides on the guidelines for the development of Mecila;
- organization of scientific activities and support for the engagement of its academic staff to develop Mecila.

b) UzK / Universität zu Köln

UzK supports the scientific development of Mecila and is responsible for the data management. This includes:

- implementation and operation of a data management system;
- organization of scientific activities;
- support for the engagement of its academic staff to develop Mecila.

c) SPK / Ibero-Amerikanisches Institut ("IAI")

IAI supports the scientific development of Mecila and is responsible for the information infrastructure. This includes:

- implementation and operation of the information infrastructure;
- organization of scientific activities;
- support for the engagement of its academic staff to develop Mecila.

d) USP / Universidade de São Paulo

USP supports the scientific and administrative development of Mecila, particularly its activities in Brazil. This includes:

- provision of appropriate working space for employees and guest researchers of Mecila;
- provision of appropriate and equipped locations for Mecila's public activities (conferences, workshops, etc.);
- support of the administrative staff of Mecila;
- organization of scientific activities;
- support for the engagement of its academic staff to develop Mecila.

e) CEBRAP/ Centro Brasileiro de Análise e Planejamento

CEBRAP supports the scientific and administrative development of Mecila, particularly its activities in Brazil. This includes:

- provision of appropriate working space for employees and guest researchers of Mecila;

- provision of appropriate and equipped locations for Mecila's public activities (conferences, workshops, etc.);
- support of the administrative staff of Mecila;
- organization of scientific activities;
- support for the engagement of its academic staff to develop Mecila.

f) COLMEX / El Colegio de México

COLMEX supports the scientific development of Mecila, particularly its activities in Mexico. This includes:

- provision of appropriate and equipped locations for Mecila's public activities (conferences, workshops, etc.);
- organization of scientific activities;
- support for the engagement of its academic staff to develop Mecila.

g) Instituto de Investigaciones en Humanidades y Ciencias Sociales (IdIHCS, CONICET/Universidad Nacional de La Plata)

IdIHCS supports the scientific development of Mecila, particularly its activities in Argentina. This includes:

- provision of appropriate and equipped locations for the Mecila's public activities (conferences, workshops, etc.);
- organization of scientific activities;
- support for the engagement of its academic staff to develop Mecila.

§ 3 Cooperation

(1) The designated coordinator of the project is Prof. Dr. Sérgio Costa (FU Berlin). His duty is to coordinate the work of the individual project partners in an objective and timely manner. In case of deviations from the overall working plan or the time schedule, he will inform the other project partners and, if necessary, the BMBF as soon as possible and suggest measures to overcome eventual difficulties.

The designated scientific manager or his authorized representative prepares the necessary working sessions of the Executive Board to carry out the overall working plan and the time schedule (at least once per semester).

(2) Each project partner designates a project leader. The project leader is responsible for the proper execution of the project activities.

(3) The project partners commit themselves to inform each other about significant changes to the respective project activities.

(4) The project partners shall exchange all information necessary to execute the joint project.

(5) The project partners are obliged to do their part to achieve the aspired research objective, to support the other project partners and to seek for an amicable solution in case of technical problems and other difficulties.

(7) The designated coordinator must be informed immediately in case an appointment or deadline cannot be kept.

§ 4 Costs

Each project partner shall bear the costs arising in connection with the execution of its project activities individually (in case of the German institutions also using the BMBF grants).

§ 5 Confidentiality, Publications

(1) The project partners will treat as confidential all information belonging to another partner's sphere (in particular knowledge, documents, tasks and business operations) that becomes known as a result of this agreement or in the implementation of the project and that has been marked as confidential or has to be recognized as confidential by a reasonable observer based on its subject matter or other circumstances. Confidential information must not be made available for third parties or the public without the prior consent of the respective other project partner. The confidentiality obligation shall persist for 5 years after termination of or resignation from the agreement.

(2) This confidentiality obligation shall not be applicable to information that:

- a) is or becomes commonly known without the other project partner's responsibility;
- b) has been known to the other project partner without being subject of a confidentiality obligation prior to being made available by another project partner and the project partner did not receive the information directly or indirectly by the protected partner;

- c) the project partner has received rightfully and without confidentiality obligation by a third party;
- d) has been developed by the other project partner himself without using confidential information of the protected partner or making reference hereto;
- e) must be disclosed based on legal regulations, a final judgement or a final administrative ruling. In this case, the protected project partner must be informed about the pending legal procedures as soon as possible to give him the opportunity to act against the imminent ruling. In any case, the receiving project partner must ensure that the disclosure shall be limited to the minimum necessary to fulfill the ruling or judgement.

(3) Each project partner is entitled to publish its own working results. If convenient, the project partners will publish joint results jointly. In publications derived from this cooperation, reference shall be made to the cooperation project and the project partners in an adequate manner. Information shall be given about the cooperation and the involved project partner(s) shall be named. As far as German project partners are involved in scientific publications, the grant-relevant publishing regulations of the BMBF must be respected.

(4) Each partner is obliged to inform the other project partners about publications developed in the course of the joint project in advance. Within 4 weeks of receipt of the manuscript of a publication, another project partner may object that the publication contains confidential information or the project partner's own results or joint results. For that matter, publications require the prior explicit consent of the affected project partner. Refusal of consent must be justified and include specific amendment proposals; in case of joint results the publication per se may be refused – however not for undue reason. If no objections are raised within the deadline, consent is deemed to be granted.

§ 6 Pre-existing intellectual property, results

(1) Project partners recognize each other's sole ownership and authority of disposal in all pre-existing knowledge, know-how, documentation, data and tasks, as well as inventions and copyrights of the respective other project partners and related (protection) rights (pre-existing intellectual property).

(2) Project partners will inform each other about the results and the progress of the work related to the project.

All rights on results, that have been elaborated exclusively by one project partner or its staff, belong exclusively to the respective project partner. Results that have been elaborated by

staff of several project partners (joint results) belong to the project partner in the proportion corresponding the scientific participation of the respective staff or the respective project partner.

The project partners grant each other a non-exclusive, free, non-transferable and non-sublicensable right of use on the (joint) results made in realization of the activities in the scope of this agreement for the realization and time of the joint project.

Subject to the confidentiality rules in § 5, the project partners have a timely and regionally unlimited, non-exclusive, non-transferable, free right to use all results for the purpose of non-commercial research (excluding third-party fund and contract research) and teaching.

§ 7 Liability

(1) The project partners will carry out the work carefully and in compliance with recognized scientific standards. The project partners are aware of the success risk related to the research. Given the research nature of the work, they do not guarantee a certain work result.

(2) In the context of cooperation, the project partners will transmit information with the same diligence as in their own matters. Neither during the time of the cooperation nor after the end of the contract the project partners can be held liable for the accuracy and completeness of the information transmitted in the scope of this agreement.

(3) Neither during the time of the cooperation nor after the end of the agreement are the project partners mutually responsible – except in the case of positive knowledge or grossly negligent ignorance – for the accuracy or suitability of the results submitted under this agreement for a specific purpose, in particular not for their technical usefulness and commercial exploitability. In the same way, no contract partner shall be liable – except in the case of positive knowledge or grossly negligent ignorance – that the granted rights of use can be used free of rights of others. However, the project partners will inform each other immediately about any doubts as to the accuracy of the results or information provided.

(4) Apart from that, the project partners are only liable for intent and gross negligence. The liability amount of the German project partners is limited to the respective grant sum. The liability amount of the Latin American partners is limited to the amount of the own responsibilities for the project. Apart from cases of intentional breach of duty, the project partners are not liable to each other for lost profit and other indirect damages (particularly loss of production, disruption of operations and loss of profit). Damages resulting from injury to life, body or health are exempt from the limitation of liability.

(5) The limitations of liability regulated in the preceding paragraphs also apply to the legal and personal liability of employees, legal representatives, subcontractors and vicarious agents.

(6) Vis-a-vis third parties the concerned project partner is solely and exclusively liable for its own actions, including the use of work results and project related knowledge of other project partners.

(7) Each project partner is solely responsible for the legal relationship with its employees, staff members and contractors, in particular regarding wages, social security contributions and taxes.

§ 8 Term of the contract

The agreement becomes effective with the start of the main phase on 1 April 2020 and remains valid to 31 March 2026. In the event of further funding of the project by the BMBF, this agreement may be extended accordingly by an extension agreement. It ends upon acceptance of the joint final report by the BMBF, if not canceled or otherwise terminated before that.

§ 9 Termination

(1) Each project partner can fully or partly terminate the participation in this cooperation agreement for good cause only by registered letter with a three-month notice period to the end of the month. A good cause is particularly given if further work became unreasonable or if the funding was significantly reduced or revoked retrospectively.

(2) Termination for good cause must be given within two weeks after knowledge of the reason for termination.

(3) The project coordinator must be informed about the termination, and he will thus inform the remaining project partners immediately. The terminating project partner must provide a final report.

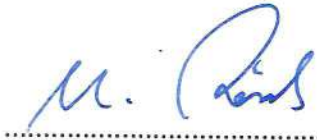
§ 10 Miscellaneous

- (1) The provisions § 705ff. of the German Civil Code (BGB) shall not be applicable to this cooperation.
- (2) Nothing in this contract shall be interpreted as appointment of one of the project partners as representative of the others.
- (3) None of the parties shall be entitled to transfer rights or obligations of this contract to a third party without prior written consent of the other parties.
- (4) Should any provision of this agreement be or become ineffective or unenforceable, this shall not affect the other parts of the agreement. In this case, the parties undertake to replace the invalid or unenforceable provision by an effective or enforceable provision that corresponds to the spirit and purpose of the provision to be replaced to the extent possible; the same applies to any gaps in the contract.
- (5) All side agreements, alterations and amendments to this agreement require written form.
- (6) Upon signature of this contract all other agreements or arrangements between the parties regarding the content of the contract shall become invalid.
- (7) In the event of disputes arising out of or in connection with this agreement, an amicable settlement shall first be sought by way of arbitration.
- (8) German law shall be applicable. Place of jurisdiction is Berlin.

[Signatures follow on the next pages]

Berlin, 14.4.2020

Freie Universität Berlin

A handwritten signature in blue ink, appearing to read 'U. Rössler', written over a dotted line.

Ulrich Rössler

Head of Research Division

A handwritten signature in blue ink, appearing to read 'Sérgio Costa', written over a dotted line.

Prof. Dr. Sérgio Costa

Joint Project Leader

Köln,

Universität zu Köln

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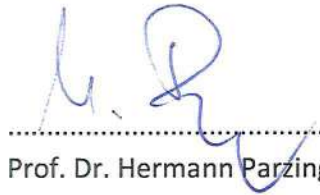
Dr. Michael Stückradt
Chancellor

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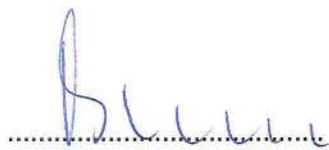
Prof. Dr. Barbara Potthast
Project Leader

Berlin, 31.03.2020

Stiftung Preußischer Kulturbesitz

A handwritten signature in blue ink, appearing to be 'H. Parzinger', written over a dotted line.

Prof. Dr. Hermann Parzinger
President

A handwritten signature in blue ink, appearing to be 'Barbara Göbel', written over a dotted line.

Prof. Dr. Barbara Göbel
Project Leader

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São Paulo,

USP / Universidade de São Paulo



Prof. Dr. Vahan Agopyan
Rector



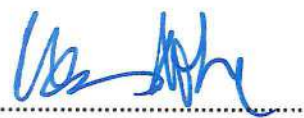
Prof. Dr. Samuel Rodrigues Barbosa
Project Leader

São Paulo,

CEBRAP/ Centro Brasileiro de Análise e Planejamento

A handwritten signature in blue ink, appearing to read 'M. Nobre', positioned above a horizontal dotted line.

Prof. Dr. Marcos Nobre
President

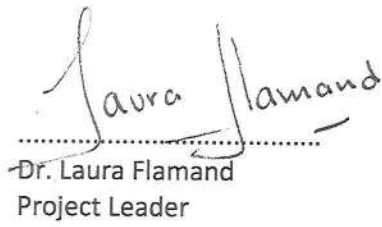
A handwritten signature in blue ink, appearing to read 'M. Nobre', positioned above a horizontal dotted line.

Prof. Dr. Marcos Nobre
Project Leader

Ciudad de México,

COLMEX / El Colegio de México


.....
Dr. Silvia E. Giorguli
President


.....
Dr. Laura Flamand
Project Leader

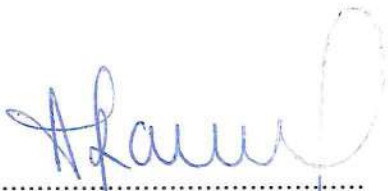
La Plata, 20/05/2019

Instituto de Investigaciones en Humanidades y Ciencias Sociales



Dr. Ing. Marcos Actis

Institutional Vicepresident UNLP



Prof. Ana Julia Ramirez

Dean of Faculty of Humanities and Educational Sciences UNLP