



**FRAMEWORK AGREEMENT FOR INTERINSTITUTIONAL COOPERATION
BETWEEN NAGASAKI UNIVERSITY, NAGASAKI - JAPAN AND THE
AUTONOMOUS UNIVERSITY "GABRIEL RENÉ MORENO", SANTA CRUZ DE
LA SIERRA - BOLIVIA.**

EXPOSE:

- That both institutions consider that mutual collaboration can contribute to the better performance of the activities of each one of them, for the process of social and academic development, in the programs for the exchange of Scientific, Technological, Innovation and cultural information of both parts.
- That Universities are institutions called by reason of essence, purpose and objectives, to establish communication channels that allow the exchange of scientific and cultural knowledge.
- That for all of the above, the two institutions consider it convenient to increase their academic and scientific links, establishing the appropriate instruments for this.

And for this purpose, they decide to sign a Framework Agreement for Academic, Scientific, Technological, Innovation and Cultural Cooperation, in accordance with the following Clauses:

FIRST CLAUSE. - (OF THE INTERVENING PARTIES).

- 1.1. NAGASAKI UNIVERSITY - JAPAN**, with registered office at 1-14 Bunkyo-machi, Nagasaki City, Nagasaki, 852 - 8521., represented in this act by Dr. Shigeru Kohno, Nagasaki University President, with Passport N ° TR568799B, issued in Japan, in his capacity as President, hereinafter referred to as NAGASAKI UNIVERSITY, in accordance with the powers conferred by Law.
- 1.2. The "GABRIEL RENÉ MORENO" AUTONOMOUS UNIVERSITY**, created by Supreme Decree of December 15, 1879, with Administrative Headquarters located on the University Campus, (UV – 13, 2nd Ring Av. February 26 between Av. Hernando Sanabria "Centenario", entrance through Guatemala Street) of Santa Cruz de la Sierra - Bolivia, legally represented in this act by Dr. Reinerio Vargas Banegas, of legal age, skilled in all forms of law, bearer of Identity Card No. 3210350 issued in Santa Cruz, in his capacity as Vice Chancellor in office of the Chancellor. Legally possessed in the position and appointed by Rectoral Resolution No. 132/2023 dated April 4, 2023; who, for the purposes of this agreement, hereinafter referred to as "U.A.G.R.M.", in accordance with the powers conferred by the Law.

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Campus Universitario UV. 13 2do. Anillo, Av. 26 de febrero
Celular (519-3) 72189349 E-mail: convenios_rrji@uagrm.edu.bo

Casilla de Correo N° 702
Santa Cruz de la Sierra – Bolivia

La firma de un convenio con distintas instituciones locales, nacionales e internacionales, a través de los objetivos y compromisos de las partes intervinientes, hace que la formación de la educación superior de la UAGRM, se formen profesionales a nivel pregrado y postgrado, se beneficien con Programas de Cooperación Académica, Científica, Investigación, Innovación, Tecnológica y Cultural, sea la mejor institución con calidad, excelencia y éxito para el desarrollo de la comunidad de Santa Cruz de la Sierra - Bolivia..



SECOND CLAUSE. - (BACKGROUND AND INSTITUTIONAL AND LEGAL FRAMEWORK).

That, on January 16, 2018, the Collaboration Framework Agreement was signed between the University of Nagasaki, Nagasaki - Japan and the Faculty of Pharmaceutical and Biochemical Sciences of the Autonomous University "Gabriel René Moreno", Santa Cruz de the Sierra – Bolivia.

- 2.1. NAGASAKI UNIVERSITY is a Japanese National University. Its main campus is located in Bunkyo-machi, Nagasaki, Nagasaki Prefecture, Japan.

On November 12, 1857, Dutch army surgeon Pompe van Meerdervoort initiated medical lectures in the Dutch language to Government physician Ryojyun Matsumoto and 11 other people. This medical school called Igaku Denshusho is the origin of today's Medical School, as well as Nagasaki University.

Nagasaki University contributes to the betterment of a well-balanced society by passing on its heritage of traditional culture rooted in Nagasaki, cultivating a rich creative sense in students, and developing innovative science for world peace.

Fundamental Objective of Nagasaki University:

In order to realize its philosophy, Nagasaki University has been promoting the individualization of education and research under its fundamental objective expressed as "Nagasaki University continues to play its role as "Indispensable information transmission center for the world, while advancing together with the local society."

Period of the new intermediate goal, maintaining this fundamental objective, we will continue to develop the clear direction of our organizational policy and the student character for Intellectual Society in the 21st century.

For the fourth mid-term goal period (2022-2028), the university is determined to broaden its horizons from global health to planetary health. In the 21st century, climate change, food crises, biodiversity loss, environmental pollution, poverty, inequality, and pandemics caused by human activities have become increasingly difficult issues. These contemporary environmental and regional issues are becoming more varied and diverse on a global scale, and their impact on human well-being and health is also becoming increasingly apparent. Nagasaki University aims to become a world-class center of planetary health education and research that contributes to the realization of planetary health by gathering and creating knowledge in a transdisciplinary way.

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2.2. THE GABRIEL RENÉ MORENO AUTONOMOUS UNIVERSITY was created by Supreme Decree issued on December 15, 1879, constituting the IV University District of the Republic of Bolivia that included the Departments of Beni and Santa Cruz. On January 11, 1880, the University was declared installed, with headquarters in the city of Santa Cruz de la Sierra, Bolivia, it is a state institution of higher education, of public law, endowed with legal status, its own assets; autonomy: academic, administrative, economic and normative in coherence with the constitutional precepts of the Plurinational State of Bolivia.

INSTITUTIONAL STRENGTHS

The U.A.G.R.M., committed to Santa Cruz de la Sierra, Bolivia and Latin America, has the task of contributing to the development of society through the production of scientific knowledge, the training of excellent professionals, technology transfer, active participation in social struggles for the well-being of all, the cultural promotion and the protection of the multiple identities that make Bolivia today, has the mission of "Training professionals with the purpose of contributing to the sustainable human development of society and the region, through scientific research -technological and university extension".

The Public University of Santa Cruz bears the name of the illustrious Bolivian thinker, historian and writer Don Gabriel René Moreno, it has 12 Faculties and 6 Comprehensive Faculties, 5 Academic Units, 6 University Directorates, where 65 professional training programs are taught, of which which offers more than 56 careers, at the undergraduate level and about 9 careers at a higher technical level in different areas of knowledge, in the modalities: face-to-face and distance. We also have 25 Research Centers, a plant of more than 1,800 teachers and 1,500 administrators, in their classrooms around 115,000 students are trained. With this, in addition to preparing the students academically, research and social interaction work is carried out, with its own economic resources, from the hydrocarbons tax and from international cooperation. Currently, the U.A.G.R.M. is the main reference for higher education in the Department of Santa Cruz.

The UAGRM has among its objectives to train professionals at the undergraduate and postgraduate level useful to the community, with quality, excellence and a high sense of ethics and to disseminate scientific knowledge with full freedom of thought, critical and analytical sense, oriented to an adequate understanding of the phenomena of academic, social and cultural interest.

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The U.A.G.R.M has the responsibility of ensuring the proper development of all the factors that make up higher education, seeking to continuously raise the educational quality.

The U.A.G.R.M., through the extension and university social interaction, constitutes the instrument through which professional training is complemented with research, advice and training through courses, workshops and other forms of intervention. The university and cultural extension is intended to meet various social demands in different regions and departments of Bolivia.

LEGAL FRAMEWORK:

This Agreement is included within the canons contemplated in the Political Constitution of the Plurinational State of Bolivia, enshrined in article 92°; as well as those established in Article 5 and 6 of the Organic Statute of the Bolivian University and Resolution Rec. No. 473 - 2011 of the Internal Regulation for the Subscription of Agreements in force at the UAGRM.

This Agreement is included within the canons contemplated in the National University Corporation Act (2003), enshrined in article 22, as well as those established in articles 4 and 12 of the Basic Regulations of the National University Corporation Nagasaki University (2004).

CONSIDERING

That the UAGRM and the NAGASAKI UNIVERSITY wish to establish cooperation activities for mutual benefit, through the exchange of professors, the development of joint academic research projects, as well as other academic exchange initiatives in fields of mutual interest.

AGREE:

THIRD CLAUSE. - (OBJECT OF THE AGREEMENT).

The UAGRM and the University of Nagasaki will promote academic and cultural exchanges between both countries; international cooperation in the areas of social and humanistic sciences, natural and exact sciences, economic and accounting sciences, computer sciences and telecommunications, pharmaceutical and biochemical sciences, human health sciences; the development of knowledge construction experiences within the framework of the Internalization Processes of both Academic Universities.

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FOURTH CLAUSE.- (COMMITMENTS AND/OR CONTRIBUTIONS FROM EACH PARTY).

Subject to the laws and regulations existing in each of them. The UAGRM and the NAGASAKI UNIVERSITY will make efforts to achieve the following forms of cooperation:

- A) Improvement of academic training through the exchange of undergraduate and graduate students.
- B) Exchange of academics and their participation in teaching.
- C) Joint realization of research projects.
- D) Joint realization of symposiums, conferences, publications and other activities of university extension.
- E) The UAGRM and the NAGASAKI UNIVERSITY will encourage the participation of academics from other universities in the agreed activities, as long as that participation contributes to the purposes of this agreement.

4.1. Exchange of Teaching Staff. -

Members of the teaching staff of one institution may be invited to serve as visiting professors at the other institution. Visiting professors may participate in teaching, offer lectures, consultancies or carry out research activities, as agreed in advance by the two institutions. To facilitate the sending of academics, the support of national and international academic exchange programs will be used.

4.2. Joint realization of research projects. -

The parties will encourage the development of joint research projects in disciplines and topics of mutual interest, the results of which will be mutually shared. Within the framework of these joint research projects, seminars and conferences will be held and the publication of the results achieved will also be encouraged. In the same way and when it is pertinent to the objectives of the cooperation, the parties will promote the establishment of contacts with different trade union organizations.

FIFTH CLAUSE. - (FINANCING).

The parties recognize that successful bilateral academic cooperation requires access to financial resources to carry it out; for which UAGRM and the NAGASAKI UNIVERSITY agree to carry out joint efforts; or separately, before national or international agencies in search of the required funds. Likewise, the parties agree to carry out only those previously approved cooperation actions and for which there is the corresponding allocation of funds.

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SIXTH CLAUSE. - (OPERATION MECHANISMS).

The Coordinating Committee will be in charge of monitoring compliance with all the objectives and purposes set out in this agreement, proposing conciliation formulas to the parties for differences that may arise in the course of it. Doubts and disputes that may arise in the interpretation and application of the clauses contained in this agreement will be the result of mutual agreement between the parties.

The Coordinating Committee will meet as often as it deems appropriate.

SEVENTH CLAUSE. - (MECHANISMS FOR RESOLUTION).

This Agreement may be resolved or concluded, when there is a breach of the clauses and general conditions of the agreement, it will be cause for the termination of the following:

1. For compliance with the purpose of the agreement.
2. For non-compliance with any of the clauses, obligations and commitments assumed in this agreement;
3. By decision of one of the Parties, prior to its expiration by written notice to the counterparty, notifying it ninety (90) days in advance;
4. By mutual agreement between the parties, expressed in a document signed by the legal representatives of the parties;
5. Due to force majeure or fortuitous event duly verified or that make compliance impossible.

Force majeure is understood as the external, unforeseen and unavoidable obstacle that causes a force foreign to man that prevents the fulfillment of the obligation (example: fires, floods and other natural disasters).

A fortuitous event is understood as the internal obstacle attributable to man, unforeseen or unavoidable, originating from the very conditions in which the obligation had to be fulfilled (example: civilians, strikes, blockades, revolutions, etc.).

EIGHTH CLAUSE. - (CONTROL MECHANISMS).

Designation of Coordinators, The responsible persons, who will act as a control and monitoring mechanism of this agreement, with the purpose of facilitating the execution and/or fulfillment of the agreement, the following coordinators are designated:

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- From the UAGRM: MSc. Vicente Remberto Cuellar Téllez, in his capacity as RECTOR and Academic Legal Representative of the University.
- On behalf of NAGASAKI UNIVERSITY: MD. Ph.D. Kohno Shigeru President, Nagasaki University.
- They will form the so-called "Coordinating Committee"

The people responsible for coordinating this Agreement will be in charge of overseeing all the activities that are carried out between the INSTITUTION and the one that the UNIVERSITY designates for this purpose, and must notify the INSTITUTION of said end.

The parties agree that any communication and/or notification that must be made between them will be made in writing according to the following procedure:

- 8.1. Through letters, simple or notarial, presented or sent to the addresses indicated in this Clause. Letters will be considered sent on the dates of their receipt, in accordance with the receipt stamp, or in the case of notifications or communications sent by fax, with electronic confirmation of receipt of the communication.
- 8.2. All notifications or communications provided for in this Agreement must be made in writing, sent to the addresses or fax numbers indicated below, directly by the parties or by confirmed fax.

NINTH CLAUSE. - (NOTIFICATIONS).

Any notice or notification that must be given to the parties will be sent to the following addresses:

- **By NAGASAKI UNIVERSITY**, Offices of the Director and Public Relations

□ THE UNIVERSITY: Address: 1-14 Bunkyo-machi, Nagasaki City, Nagasaki

Telephone: +81 (0)95 819 2043

Fax: +81 (0)95 819 2125

Email: kokuki@ml.nagasaki.u.ac.jp

- **By the UAGRM**, the Rector's Offices and the RR.NN Department. and II.

□ THE UNIVERSITY: Address: Rector's Office – Administrative Building Located University Campus, UV 13 in the 2nd Ring

(Av. February 26). Low level

Box: No. 702

Phone: 337-6320; 337-2898

Fax: (591-3) 337-2256

E-mail: rectorado@uagrm.edu.bo

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DPTO. RR.PP.NN. II. – Rectorate – Administrative Building Located University
Campus, UV 13 in the 2nd Ring
(Av. February 26). floor 2
Cell: (591-3) 72189349
E-mail: convenios_rrii@uagrm.edu.bo and rr_ii@uagrm.edu.bo
Santa Cruz - Bolivia.

TENTH CLAUSE. - (NATURE OF THE AGREEMENT)

The sole purpose of this Agreement is to express the will and commitments to develop in a planned manner and activities of common interest, non-profit, with the purpose of training and training human resources, to promote institutional development in the field of research, innovation, scientific, cultural and other branches of teaching and learning.

ELEVENTH CLAUSE. - (PUBLICITY OF WORKS CARRIED OUT).

If as a result of the actions carried out in accordance with this Agreement, products of commercial value and/or intellectual property rights are generated, these will be governed by the applicable national legislation on the matter; as well as the provisions of the Internal Regulations for the Subscription of Agreements of the UAGRM.

Both institutions may freely use the information exchanged under this Agreement, except in those cases in which some of the institutions establish restrictions or provisions for its use or dissemination. Such information may be transferred, with prior written consent.

TWELFTH CLAUSE. - (VALIDITY OF THE AGREEMENT).

This agreement will be valid for five (5) years and will take effect for its validity after notification to the parties, from the date it is approved and with the resolution of the Illustrious University Council of the UAGRM, they can start with the activities agreed upon in the agreement.

The agreement may be renewed for a similar period, by written communication of the parties, at least six (6) months prior to the proposed date to terminate it.

In such a case, it is understood that all the activities that are already underway will be concluded as agreed.

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THIRTEENTH CLAUSE. - (WAYS TO RESOLVE DIFFERENCES OR MODIFICATIONS).

Any variation, amendment, modification or extension of the clauses of this agreement, will be through an addendum, the same that will form an integral and indissoluble part of this Agreement, will proceed prior written request of one of the signing parties and duly signed by their legal representatives, justifying and explaining the reasons, as long as the substance of the Agreement is not affected.

FOURTEENTH CLAUSE. - (CONTROVERSIES).

The PARTIES undertake to exhaust all means to resolve directly and amicably, all controversies or differences related to this agreement and its execution, liquidation and interpretation, will be resolved in the first instance through direct treatment between the parties, following the rules of good faith and common intention, committing to offer its best efforts to achieve a harmonious solution, in attention to the spirit of mutual collaboration that encourages the parties in the celebration of this agreement.

FIFTEENTH CLAUSE. - (CONSENT).

THE PARTIES mentioned in the first clause, duly aware of the scope, content and legal force of this agreement, express their full acceptance and with the above, in the exercise of the powers conferred on the subscribing owners, **Dr. Reinerio Vargas Banegas**, in his capacity as Vice Chancellor in office of the Chancellor, on behalf of the **"GABRIEL RENÉ MORENO" AUTONOMOUS UNIVERSITY**, and on the other hand, **Dr. Kohno Shigeru**, in his capacity as President, on behalf of the **NAGASAKI UNIVERSITY**, the SUBSCRIBING PARTIES They give their absolute agreement with the terms and conditions of this strategic alliance agreement, as a sign and committing themselves to its faithful and strict compliance, IN WITNESS WHEREOF they sign the Inter-institutional Cooperation Agreement for Academic Exchange, in nine copies, three in English, three in Spanish and three in Japanese, of identical content and a single tenor, for a single legal effect, are signed at the bottom of this document.

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It is given in the City of Santa Cruz de la Sierra, on the 11th day of April 2023.

BY "U.A.G.R.M."

BY "NAGASAKI UNIVERSITY"

Dr. Reinerio Vargas Banegas
VICERRECTOR EN EJERCICIO DEL
RECTOR
UNIVERSIDAD AUTÓNOMA
"GABRIEL RENÉ MORENO"

Prof. Dr. Kohno Shigeru
PRESIDENT
NAGASAKI UNIVERSITY

Approved for legal format of Art. 6 of the Internal Regulation for the Subscription of Agreements, by the R.R. N° 473 – 2011, on the ninth day of December of the year two thousand and eleven.
From the Department of National and International Public Relations – Rectorate – Vice Rectorate – U.A.G.R.M.

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