



Ministerio de  
**HACIENDA**



**BECAS  
DON CARLOS  
ANTONIO LOPEZ**  
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## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND BIOTECHNOLOGY  
AND

THE MINISTRY OF FINANCE OF THE GOVERNMENT OF THE REPUBLIC OF  
PARAGUAY – NATIONAL SCHOLARSHIP PROGRAM “DON CARLOS ANTONIO LÓPEZ”

The International Centre for Genetic Engineering and Biotechnology (hereinafter also referred to as «ICGEB»), represented by its Director General, *Dr. Lawrence M. Banks*, British, domiciled at Area Science Park, Padriciano 99, Trieste, Italy; and the Ministry of Finance of the Republic of Paraguay, represented by *Oscar Llamosas*, Minister, jointly with the Programa Nacional de Becas de Postgrado en el Exterior Don Carlos Antonio Lopez (hereinafter referred to as “BECAL”), represented by *Federico Mora*, General Coordinator of BECAL, both Paraguayan, domiciled at Chile N° 252 entre Palma y Pte. Franco, Asunción, and hereinafter also referred individually to as «Party» or jointly to as «the Parties», have agreed to sign the following Memorandum of Understanding (hereinafter referred to as «Memorandum» or «MoU»)

**CONSIDERING** that the International Centre for Genetic Engineering and Biotechnology is an intergovernmental organisation to provide the international community with a Centre of excellence for research, training and technology transfer in the field of genetic engineering and biotechnology, supporting its Member States in the progress towards the achievement of the 2030 Sustainable Development Agenda from the United Nations;

**TAKING NOTE** that the ICGEB, through the activities of its three Components, located in Trieste, New Delhi and Cape Town, provides a scientific and educational environment of the highest standard and conducts innovative research in life sciences for the benefit of developing countries, strengthening the research capability of its Member States,

**RECALLING** that the BECAL is a national scholarship program managed by the Paraguayan’s Ministry of Finance, whose aim is to increase the levels of generation and application of knowledge in the areas of Science and Technology, as well as the learning level of education, through the improvement of the offer of advanced human capital; additionally, it proposes the strengthening of the areas of research, innovation and education in Paraguay, through scholarships for training courses and graduate programs worldwide;

**DESIRING** to enhance mutual collaboration as well as cultural, scientific and operational interaction that may lead to significant improvements of the activities of the two Parties.

**HAVE AGREED** as follows:

### ARTICLE 1 Objective

Both Parties have agreed to establish a general framework for cooperation and both have an interest in increasing bilateral co-operation in the field of education and strengthening ties between the ICGEB and the BECAL managed by the Paraguayan’s Ministry of Finance.

An important means of fostering such co-operation and ties is the provision of scholarship opportunities to talented young Paraguayan students wishing to pursue postgraduate and higher degree by research programs at the ICGEB.



The purpose of this MoU is to provide a framework for developing a future joint coursework and research postgraduate fellowships opportunities for students within the BECAL who attend the ICGEB.

The BECAL wishes to support sponsored students to study at the ICGEB and/or partner institutions.

## **ARTICLE 2** **Implementation of the MoU**

Implementation of the projects, programmes and activities to be developed according to this Memorandum will be detailed in separate agreement(s) that will refer to and complement this MoU.

Each separate agreement shall be signed before undertaking any common activities and it shall clearly define the modalities of participation of each Party, the responsibilities, duration of the agreement, the modalities of financing as well as the budget, the contributions made by each of the Parties and the reporting obligations.

## **ARTICLE 3** **Areas of Cooperation**

Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- 1) Medical Biotechnology
- 2) Plant Biology and Biotechnology
- 3) Industrial Biotechnology

## **ARTICLE 4** **Forms of Cooperation**

Forms of cooperation under this Memorandum may consist of the following:

- a. Support to the participation of Paraguayan students in the ICGEB Fellowship Programmes (PhD, Postdoctoral, Short-Term PhD, Short-Term Postdoctoral);
- b. Promote the ICGEB Fellowship Programmes as widely as possible;
- c. Provide additional funds to develop collaborative activities and exchanges between researchers working for the Parties.

## **ARTICLE 5** **Requirements of Cooperation**

The collaborative activities to be carried out by the Parties, should meet the following requirements:

- All collaborative activities must be of high scientific standard and beneficial to the advancement of science and technology;
- Each collaborative activity should be significant both from a scientific point of view and as a project for bilateral cooperation;
- All collaborative activities arising from the present MoU should be performed on a basis of equality and by mutual consent of the Parties.



**ARTICLE 6**  
**Annual review**

ICGEB and BECAL shall annually review and assess the implementation of the MoU together with the developed and implemented projects, programmes and activities in the above identified areas of cooperation. Results of the assessment shall be presented to the governing bodies of the institutes.

**ARTICLE 7**  
**Intellectual Property Rights**

The Parties shall ensure protection of all Intellectual Property Rights created or shared under this MoU as well as related agreements or other arrangements. As a general principle, intellectual property shall remain with the originating Party. Different clauses on Intellectual Property Rights, such as joint property rights or the granting of specific licenses, will be agreed in writing on a case-by-case basis in the project document or related agreement.

**ARTICLE 8**  
**Confidentiality**

Both Parties will agree on the limits of confidentiality in the specific agreements, which might be signed within the framework of this agreement. In addition, and in the event that confidential information is exchanged as a result of the established bonds, the Parties agree on the non-disclosure and reserve of the methodological and scientific aspects pointed out as confidential by the Parties, while this agreement is in force.

**ARTICLE 9**  
**Technical cooperation and funding**

The present MoU does not constitute any obligation of funds by either Party.

The Parties will consult and agree on the implementation of this MoU. They will, through separate agreements define all and detailed activities and modalities for their participation, decide to jointly act in the designing, formulation, submission, funding and implementation of projects or programmes that are of common interest. The financial contribution of Parties shall depend however on the real availability of necessary financial resources at the beginning of each activity.

The personnel of either Party working on any activity contemplated under this MoU or related agreements, will remain subject to the authority of the Party to which they belong. No legal work relationship shall be established with the other Party and in no case shall the other Party be considered a substitute employer.

**ARTICLE 10**  
**Focal Points**

In order to coordinate, the Parties designated as focal point for the implementation of this Memorandum of Understanding:

- for the ICGEB, Dr. Lawrence Banks, Director General, [director.general@icgeb.org](mailto:director.general@icgeb.org), tel: +39-040-37374
- for BECAL, Nelson Federico Mora Peralta, General Coordinator, [nelson\\_mora@hacienda.gov.py](mailto:nelson_mora@hacienda.gov.py), tel: +595 21 440 007



If change in the focal point arises, the situation must be immediately notified in writing to the counterpart, and the notification will validate the actions from the focal designated in the notification.

**ARTICLE 11  
Consultation and Dispute Settlement**

The Parties agree to consult periodically or at the request of each Party concerning the implementation of this MoU.

Any difference or dispute between the Parties derived from the interpretation, modification or implementation of this Memorandum of Understanding, or any document or agreement relating hereto, shall be settled amicably through negotiation between the Parties. If a friendly solution is not agreed, the Parties must engage in an alternative solution to the controversies, subject to the rules that the Parties decide to adopt.

**ARTICLE 12  
Entry into Force, Duration and Termination**

This Memorandum of Understanding shall enter into force on the date of the last signature and shall remain in force for a period of five (5) years, renewable in writing for equal terms before its termination, unless either Party declares its willingness to terminate with an anticipation of not less than six (6) months.

Either Party may terminate this MoU at any time, by written notice to the other Party. Such termination shall be effective six (6) months after the date of notification.

The termination of this MoU shall not affect the implementation of programmes and projects undertaken under this MoU and not yet completed at the time of the termination notice.

**ARTICLE 13  
Name, Emblem and Seal**

In any activities to be developed in the framework of this MoU and/or its specific agreements, when relevant, the name, emblem and seal of both institutions shall be used, in accordance with their own rules and regulation unless objected by the concerned Party.

**ARTICLE 14  
Data protection**

By accepting and signing this MoU (whether by electronic means or otherwise), the BECAL hereby consents to the collection, holding, storage and processing of personal data eventually provided to the ICGEB, on computer or other relevant filing systems for all purposes and time necessary for the implementation of this MoU in accordance with ICGEB's privacy guidelines. Then, ICGEB also consents to the collection, holding, storage and processing of personal data eventually provided to the BECAL, on computer or other relevant filing systems for all purposes and time necessary for the implementation of this MoU in accordance with BECAL's privacy guideline.

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**ARTICLE 15**  
**Privileges and immunities of ICGB**

Nothing in this MoU or relating to this shall be deemed as a waiver, expressed, or implied, of any of the privileges and immunities of the ICGB, its officials and experts as foreseen by its Statutes and applicable international laws.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the ICGB and of BECAL respectively, have on behalf of the Parties signed the present Memorandum of Understanding.

Done in Paraguay on February 10<sup>th</sup> 2021, in duplicate in English and Spanish, both being equally authentic. In case of discrepancy and/or conflict between the English and Spanish versions, the English text shall prevail.

For ICGB

*Dr. Lawrence M. Banks,*  
Director General

For BECAL

*Mr. Oscar Llamosas*  
Ministry of Finance of the Republic of  
Paraguay

*Mr. Federico Mora*  
General Coordinator of BECAL