



UFSCar  
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Processo n.º 23112.022522/2022-14

# Memorandum of Understanding

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Deakin University (**Deakin**)

Federal University of São Carlos (**Academic Partner**)



# Memorandum of Understanding

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## Parties

### Deakin University

ABN 56 721 584 203  
of 1 Gheringhap Street, Geelong, Victoria, 3220  
(Deakin)

### Federal University of São Carlos

more fully identified in **Item 1** of the **Schedule**  
(Academic Partner)

## Background

- A. Deakin and the Academic Partner have identified areas of shared research interests and expertise.
- B. Deakin and the Academic Partner have been interested in exploring the possibility of establishing a collaborative relationship, to conduct relevant activities aligned to their respective research interests and expertise.
- C. Deakin and the Academic Partner executed a Memorandum of Understanding on July 24, 2017, which has facilitated the establishment of a working relationship between them leading to the conduct of one or more collaborative activities.
- D. Said memorandum of understanding will terminate on July 24, 2022, but the parties thereto wish to maintain the relationship between them, to keep conducting relevant activities aligned to their respective research interests and expertise.
- E. The parties anticipate that, while this new Memorandum of Understanding (MOU) is not intended to establish a binding contractual relationship between them, it will facilitate the extension of the working relationship between them leading to the continuation of the ongoing collaborative activities, as well to conduct of one or more new collaborative activities.

## Provisions

### 1. Effective Date and Duration of MOU

This MOU takes effect on the Commencement Date set out in **Item 2** of the **Schedule** and continues for the number of years set out in **Item 2** of the **Schedule**.

### 2. Broad Areas for Collaboration

The parties will discuss opportunities for collaboration. Such discussions will:

- (a) identify activities of mutual interest to the parties;
- (b) identify opportunities for the parties to undertake collaborative activities and research projects, including consideration of opportunities to make applications for funding and grants;

- (c) develop a framework within which their collaboration might be advanced, which framework may require the parties to enter into agreements setting out the terms and conditions on which activities and projects will be undertaken; and
- (d) establish a schedule for the review of the operation of this MOU.

### **3. Anticipated Activities**

Without limiting the scope of **clause 2**, the parties confirm their interest in exploring opportunities for collaboration in the areas set out in **Item 3** of the **Schedule**. It is anticipated that, subject to funding and all necessary institutional approvals being obtained, the parties may undertake the activities set out in the **Schedule**.

### **4. Amendments and Supplementary Agreements**

- 4.1 The parties may agree to amend this MOU at any time by addenda or annexes in writing executed by the duly authorised officer(s) of each party.
- 4.2 Any activities arising from this MOU will be subject to funding and all necessary institutional approvals being obtained.
- 4.3 The parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify, at a minimum, the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, and risk allocation.

### **5. Confidentiality**

5.1 For the purposes of this MOU Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated by the parties as confidential; or
- (c) the parties know or ought to know is confidential,

and includes without limitation the terms of this MOU and all information about the parties, their employees, agents, policies and operations and any intellectual property of the parties which is made available or which becomes known during the term of this MOU or as a result of executing this MOU, but does not include information which:

- (d) is or becomes public knowledge other than by breach of this MOU; or
- (e) has been independently developed or acquired by either party.

5.2 The parties may exchange Confidential Information relevant to the purposes of this MOU.

5.3 Each party must treat as confidential all Confidential Information owned or provided by the other party and must not use or disclose it to anyone without the prior written consent of the other party except for the purposes contemplated by this MOU.

5.4 A party will not be in breach of clause 5.3 where Confidential Information is required by law or regulation to be disclosed, provided that the party required to make disclosure promptly notifies the party who has made the Confidential Information available, to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation

- 5.5 Each party will take such reasonable steps as are required to maintain the security of the Confidential Information and to prevent unauthorized access to or use of the Confidential Information of the other party in its possession.
- 5.6 Where requested, a party must return all Confidential Information and copies of Confidentiality Information of the requesting party, regardless of the form in which it is maintained.
- 5.7 The provisions of this clause shall be binding upon the parties and will survive termination or expiry of this MOU.

## **6. Intellectual Property**

Ownership of intellectual property shared by the parties for the purpose of discussions held pursuant to this MOU will remain with the contributor or creator. This provision is binding on the parties and will survive the termination or expiry of this MOU.

## **7. Management of Relationship**

As soon as possible after this MOU has come into operation the parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

- (a) regular communication between representatives of the parties in relation to this MOU;
- (b) an equitable decision-making process;
- (c) procedures for reviewing the progress of collaborative activities and projects initiated under this MOU; and
- (d) procedures for identifying and prioritising new opportunities for collaboration.

## **8. Termination**

- 8.1 Either party may terminate this MOU by providing a minimum of three months written notice to the other party, or such shorter period as the parties may agree upon in writing.
- 8.2 The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

## **9. Use of Name and Logo**

A party will not use, nor permit any person or entity to use, the name or logo or any variation of the name and logo of the other party without prior written approval of an authorised representative of that party.

## **10. Legal Effect of this MOU**

- 10.1 The parties acknowledge that, unless this MOU specifically provides otherwise, nothing in this MOU is intended to prevent each of them from undertaking further and other activities within the broad areas under discussion, either on their own or in conjunction with third parties.

- 10.2 With the exception of clauses 5, 6 and 9, the areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between the parties and are not intended to be of legal force and effect in any manner whatsoever. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties.

## **11. Solution of Controversies**

Questions and controversies arising from the interpretation or the execution of this MOU will be solved by direct entente between the parties. In case it is not possible, they shall jointly indicate a third party, natural person, to act as arbitrator.

## **12. Schedule**

The Schedule forms part of this MOU.

## **13. Execution of this MOU**

- 13.1 This MOU is properly executed when:

- (a) each party has executed this document in counterparts in English and in Portuguese; or
- (b) if the parties execute separate but identical documents, in English and in Portuguese, when those separately executed documents are exchanged between the parties by mail or electronically.

- 13.2 If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.

## Execution and Date

Executed as an agreement.

Date: **August 11, 2022**

**Signed** for and on behalf of **Deakin University**  
by its duly authorised officer in the presence of:

.....  
Alfred Deakin Professor Julie Owens  
Deputy Vice-Chancellor Research

.....  
Michelle Mihalj

Date: **August 11, 2022**  
.....

**Signed** for and on behalf of **Federal University  
of São Carlos** by its duly authorised officer in the  
presence of:

**August 8, 2022**  
.....  
Prof. Ana Beatriz de Oliveira, Ph.D.  
Rector

.....  
Prof. Márcio Weber Paixão, Ph.D.

Date: **August 4, 2022**  
.....

### Item 1 – Academic Partner

Name	Federal University of São Carlos
Address	Rodovia Washington Luís km 235 13565-905 São Carlos, State of São Paulo, Brazil

### Item 2 – Duration of MOU

Commencement Date	September 15, 2022
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Duration of MOU	Five (5) years
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### Item 3 – Anticipated Activities

1. Sharing of information relevant to potential collaborative research and development projects to facilitate an understanding of each party's expertise, capabilities and requirements.
2. Collaborative research and development projects in the areas of Materials Engineering, Severe Plastic Deformation of Metals and Alloys, and Mechanical Properties of Metals, Hydrogen Storage, Functional Material Properties by SPD, but not limited to these areas only.
3. Development of a proposal for a joint research centre in Advanced Multiscale Macrostructure Engineering.
4. Joint Ph.D. supervision or joint dual Ph.D. degree programs.
5. Collaborative basic and applied research, including joint project development and grant applications.
6. Joint publications.
7. Training in postgraduate research and industrial research.
8. Other activities that further enhance the mutual interests of the parties.