



## MEMORANDUM OF UNDERSTANDING

UFSCar N.º: 065/2024 Processo: 23112.017044/2024-92
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### **Memorandum of Understanding between the Federal University of São Carlos (Brazil) and The University of Manitoba (Canada) for the promotion of academic, scientific, technical and cultural cooperation**

The Federal University of São Carlos, with registered offices on São Carlos campus, at *Rodovia Washington Luís*, km 235, in São Carlos, in the state of São Paulo, Brazil, represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., and The University of Manitoba, with registered offices on Fort Garry campus, at 66 Chancellors Circle, in Winnipeg, in the province of Manitoba, Canada, represented herein by its Vice-President (Research and International), Dr. B. Mario Pinto,

**WHEREAS** both Institutions are interested in the development of Higher Education, scientific knowledge and research, and technology,

**WHEREAS** they wish to formally establish an institutional relationship between them, aiming to promote their continuous strengthening, enhancement and advancement by jointly developing academic, scientific, technical and cultural activities,

**ENTER INTO THIS MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as “MOU”, which will be governed by the following terms and conditions:

#### **SECTION 1:** The objectives of this MOU are as follows:

- I. To establish an institutional relationship between the Parties, so as to enable the joint development of training, research, technical and cultural programs, projects and activities.
- II. To stipulate the methods and means to carry out such programs, projects and activities, especially the development of research, training activities and academic exchanges.

#### **SECTION 2:** The accomplishment of the objectives hereof may consist in the following forms of cooperation:

- I. Joint development of research programs, projects and activities in equivalent, similar or matching research areas between the Parties, as well as regarding scientific topics of their mutual interest.
- II. Exchange of faculty members, researchers, students, and technical and administrative staff to participate in training activities, internships, visits and other activities of academic, scientific and technical improvement.
- III. Assignment and exchange of scientific, technical and cultural information, as well as joint production of publications.

- IV. Co-organization of academic, scientific and cultural events, *e.g.*, conferences, symposia, seminars and colloquia.
- V. Other academic, scientific and cultural programs, projects and activities that the Parties may mutually wish to develop, in accord with their respective institutional purposes.

**SECTION 3:** Subject to availability of funds, the development of programs, projects and activities listed in the previous section will be formalized by means of the execution of addenda or annexes to this MOU or specific cooperation agreements that shall explicitly mention it.

Such addenda, annexes and specific cooperation agreements shall set forth the following: purpose and/or objectives of the specific program, project or activity; rights and responsibilities of both Parties; financial resources for the development of the respective object; duration of the corresponding agreement, as well as procedures to amend and terminate it; settlement of disputes; other appropriate, relevant terms and conditions regarding the respective purpose, *e.g.*, specific steps or forms to pursue it, and provisions on intellectual property rights, confidentiality of information and publications.

**SECTION 4:** Participation in any program, project or activity under this MOU does not generate any formal employer-employee relationship between any person from either Party and the other Party.

**SECTION 5:** Unless otherwise agreed in an amendment hereto, this MOU does not create any financial obligation from either Party to the other. Each Party shall bear the costs of its own effective participation in the development hereof.

The Parties may carry out programs, projects and activities hereunder using funds granted from agencies and organizations devoted to funding research and development, as well as from companies and other private and public institutions.

**SECTION 6:** This MOU is valid as from the date of the last signature by both Parties and will remain in force for five (5) years. The duration hereof may be extended by means of a duly signed amendment.

**SECTION 7:** Any amendment hereto shall be agreed in writing and signed by the authorized representatives of both Parties.

**SECTION 8:** Details of the implementation of any particular cooperation activity resulting from this Memorandum of Understanding shall be negotiated between the Parties as such specific case may arise and will be outlined in a Supplementary Agreement between the Parties. Supplementary Agreements are subject always to availability of sufficient funds at the respective institutions.

**SECTION 9:** The Parties recognize that this cooperative relationship may result in the development of various types of intellectual property and technology transfer. The Parties are committed to working in good faith to develop fair principles for dealing with intellectual property and technology transfer, including ownership, use, publication, and confidentiality. These principles will be developed in accordance with the Parties' respective policies and collective agreements and will be incorporated into the Supplementary Agreements.

**SECTION 10:** Any Party can terminate this MOU at any time by giving the other Party a reasoned termination notice in writing at least three (3) months in advance, along with return receipt. Any termination of this Memorandum of Understanding shall not have effect on any arrangement in place at the time that the notice is provided, where the arrangement arises from any Supplementary Agreements resulting from this Memorandum of Understanding. Supplementary Agreements may only be terminated in accordance with the terms contained therein.

**SECTION 11:** Questions and disputes arising from the interpretation or execution of this MOU will be friendly settled by both Parties. In case an amicable solution is not possible, they shall jointly appoint a third party, natural person, to act as mediator.


**SECTION 12:** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**SECTION 13:** This Agreement is prepared in both English and Portuguese, however, for all purposes the English version of this Agreement shall be the controlling version and understanding of the Parties. In the event of any conflict between the English and the Portuguese version of this Agreement the English version shall govern.

São Carlos, São Paulo (Brazil),

DocuSigned by:  
  
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Prof. Ana Beatriz de Oliveira, Ph.D.  
Rector  
Federal University of São Carlos

Winnipeg, Manitoba (Canada),

DocuSigned by:  
  
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6/19/2024  
Dr. B. Mario Pinto  
Vice-President (Research and International)  
The University of Manitoba

