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Memorandum of Understanding (MoU)



Between

University of Montpellier

A scientific, cultural, professional, and experimental public institution, 163, *rue* Auguste Broussonnet 34090 Montpellier, France Represented by its President, **Prof. Philippe Augé**,

And

Federal University of São Carlos

Public institution of Higher Education
235km, *Rodovia* Washington Luís 13565-905 São Carlos, State of São Paulo, Brazil
Represented by its Rector, **Prof. Ana Beatriz de Oliveira**,

This Memorandum of Understanding (MoU) between the University of Montpellier and the Federal University of São Carlos, hereinafter referred as the "Parties", is concluded to promote academic and scientific exchanges and cooperative relationship on education and research. This MoU is a first step towards the possible implementation of collaborative activities. The terms to be agreed by the Parties are the following:

- 1. The Parties will implement the following activities on the basis of the principles of respecting each other's independence and for their mutual benefit:
 - (1) Exchanges of students;
 - (2) Exchanges of academic and administrative staff;
 - (3) Exchanges of academic materials, publications and relevant information;
 - (4) Cooperation for joint lectures, conferences, symposia and research projects;
 - (5) Development of international joint PhDs.
- 2. The implementation of these exchanges, education and research programs and other types of collaborations will be defined in specific agreements between the Parties.
- 3. The annual numbers of student motilities, the hosting and pedagogical modalities will be defined in specific agreements between the Parties.
- 4. No degree of the host university will be issued as part of an exchange program.
- 5. Financing and conditions of each academic and administrative staff mobility retained by the Parties will be defined in specific agreements between the Parties.

- 6. For each project of international joint PhD, an international joint PhD agreement will be signed by the PhD candidate, the co-supervisors and the Parties. The agreement must respect the rules and regulations of the Parties and their national policies.
- 7. Each research program or scientific collaboration will be the subject of a specific agreement between the Parties which will specify in the applicable rules of confidentiality, publication and intellectual property. The modalities of the exchanges and the financing framework will also be defined in the specific agreement.
- 8. Within the framework of research programs led between the Parties, it is already specified that:
- Each party will keep the exclusive property of the knowledge before acquired in the concerned domain including the methods and the know-how implemented during the aforementioned researches;
- The results from research programs belong jointly to both Parts at the level of their intellectual, human, material and financial contributions.
- The conditions of use of the new knowledge obtained during the aforementioned researches will be defined in a specific agreement before any industrial and/or commercial use.
- 9. Six months before the expiry of the three-year period, the two persons in charge of the collaboration shall together draft a progress report, to be referred to the president of the two Parties, whose task will be, in the light of the said report, to decide on the conclusion of an interuniversity cooperation agreement.
- 10. Any modification of the present MoU must be made by mutual consent of the Parties.
- 11. This MoU is not intended to create any legally binding obligations or contractual relationship between the Parties.
- 12. The present MoU enters into force on the date of signature by both Parties. It is valid for a period of three (3) years. In the event of renewal, it will be again submitted to the procedures in force. The present MoU may be amended, at any time by one of the parties, upon sixty (60) days prior written notice to the other party.
- 13. 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. In the event of termination hereof, eventually ongoing activities will be duly concluded.
- 14. 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, the

remaining disputes shall be submitted to the competent authorities and/or courts of the country of the defendant Party.

For the University of Montpellier

Pr. Philippe Augé

Montpellier, on 48/03/2024

For the Federal University of São Carlos

rof. Ana Beatriz de Oliveira

Rector

São Carlos, on

4 MAR 2024

Person following the collaboration for University of Montpellier: International Affairs $Department\ \underline{cooperation@umontpellier.fr}$

Person following the collaboration for Federal University of São Carlos: International Relations Office $\underline{convenios\text{-}srinter@ufscar.br}$