

UFSCar

N.º: 037/2021

Processo: 23112.011681/2021-11



MEMORANDUM OF UNDERSTANDING

FOR

ACADEMIC COLLABORATION

Between

The University of Johannesburg

(A juristic entity established in terms of the Higher Education Act 101 of 1997 (as amended) and represented by Prof S Sinha in his capacity as DVC: Research and Internationalisation of the University of Johannesburg and duly authorised thereto)

and

The Federal University of São Carlos

(With its Head Office in São Carlos, created by the Law 3835 of 13/12/1960 and established as a Foundation by the Decree 62758 of 22/5/1968, amended by the Decree 99740 of 28/11/1990, is a public juristic entity represented by Prof Wanda Aparecida Machado Hoffmann in her capacity as Rector of the Federal University of São Carlos and duly authorised thereto)

1. Preamble

In the pursuit of excellence in scholarship and dissemination of knowledge to generate reciprocal benefit within a framework of openness, fairness, and equity that will serve both the partners – The University of Johannesburg, South Africa, and the Federal University of São Carlos, Brazil, hereby sign a Memorandum of Understanding (“MoU”) for Academic Collaboration.

The two parties have mutually agreed to the following:

2. Aim of the MoU

The aim of this MoU is to provide for cooperation on academic activities of the two universities that will strengthen mutual understanding, foster friendly cooperation and promote sustainable and productive academic collaboration and exchange between faculties, researchers and students of both the parties.

3. Scope of the MoU

Areas of joint activity may include (but are not necessarily limited to) the following:

- 3.1 Exchange of academic employees for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
- 3.2 Student exchange and study abroad programmes;
- 3.3 Establishment of joint research programmes;
- 3.4 Collaboration on third party funded educational or economic assistance activities;
- 3.5 Exchange of postgraduate student in respect of specific research projects or courses of interest and importance;
- 3.6 Exchange of scientific and educational literature produced by either or both of the parties, as well as exchange of materials on the most relevant and topical research by researchers at both parties;
- 3.7 Organisation of conferences, seminars and symposia of mutual interest to the institutions; and
- 3.8 Other such activities as may be mutually agreed upon.

4. Commencement, duration and termination

- 4.1 This MoU will commence on the date of its signing by both parties and shall remain in force for an initial period of three years.
- 4.2 Any amendment of and/or modification to the MoU will require the written approval from both parties, in the form of addendum.



- 4.3 Termination may take place at any time by any of the parties and is fully discretionary and a notice period of three (3) months will apply to any party wishing to terminate the MoU. The reasons for termination will be presented in writing, with return receipt.
- 4.4 Termination shall, however, not affect the implementation of the projects or programmes established under it prior to such termination.
- 4.5 Any student who has commenced studies at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.

5. Activities Envisaged

In pursuit of the aim of the MoU, the Parties hereby agree to undertake to promote, within the framework of the provisions of the respective government regulations applying in each of the institutions, and subject to the availability of resources, the following activities:

5.1 Academic Collaboration

- 5.1.1 Research collaboration, including joint research projects in areas of mutual interest.
- 5.1.2 In so far as research can be promoted by a period of residence at the partner university, both universities agree to appropriately support members of the partner university, by ensuring that visiting academics are integrated well into existing research terms and, if possible, making working space available to them.
- 5.1.3 Any future Interfaculty agreements that results from this MoU will be included as binding addendums to this original MoU.

5.2 Exchange of faculty members and research employees

- 5.2.1 The number, timing and duration of such exchanges may vary according to the needs of the particular programme.
- 5.2.2 Sharing of library resources such as research papers, indices, books and magazines on relevant subjects where possible and appropriate, this will have to comply with both parties' policies on copyright and intellectual property rights.
- 5.2.3 Sponsoring and conducting joint conferences, seminars, colloquia, training programmes, workshops and other academic meetings on matters of mutual interest.
- 5.2.4 Extending invitations for attending scholarly and technical meetings and assisting in making arrangements for attending national and international conferences.
- 5.2.5 Each institution will be responsible for all travel and accommodation arrangements for its own employees. In the event of unavailability of resources by the institutions, faculty

members and research employees will be responsible for their own travel and accommodation arrangements.

- 5.2.6 The exchange of any personal information regarding any employees will be with consent and in accordance with any privacy legislation or data protection legislation.

5.3 Exchange of Students

- 5.3.1 Separate partnership agreements shall govern supervision of students studying abroad.

5.3.2 The University where the students are enrolled at will screen student applications and recommend students to the partner institution for an invitation; these students will be screened in line with both parties' academic regulations.

5.3.3 Transcripts of results will be provided to the institution where the student is registered, soon after the completion of the exchange after the necessary consent was obtained from the student.

5.3.4 Students will perform duties in the relevant academic department as agreed upon by the departmental supervisor.

5.3.5 Each student will register and pay tuition and required fees, if existing, at the University where the students are originally enrolled. The host institution will waive tuition if the student follows the agreed upon academic programme, which may include limited choices made at the institution hosting that student, even after commencement of the exchange, negotiated with the contact person at the partner institution.

5.3.6 Students enrolled at the partner institution will be subject to the same rules and regulations as local students. Students will be eligible for all the services and rights normally provided to locally enrolled students.

5.3.7 Each student will be responsible for arranging the necessary relevant immigration requirements (e.g. a study permit). Parties agree to assist where necessary with the application of visas, by providing relevant information, documents and guidance.

5.3.8 Students are responsible for costs of accommodation, international and local travel in host country, books, equipment, health, personal accident, civil liability, and medical and mortal remains repatriation insurances, and other expenses arising out of the exchange.

5.3.9 The partner institution may refer an exchange student for language assessment if necessary/applicable.

5.3.10 The exchange of any personal information regarding any students will be with consent and in accordance with any privacy legislation or data protection legislation.

6. Indemnity

- 6.1 No party shall be liable to the other Party or its servants, agents, employees or any other person or legal entity associated with the business of the other Party for any loss, injury

or damages which may be sustained as a result of this Agreement, unless there is negligence or malice (intention) on the part of that party.

- 6.2 The Parties hereby indemnifies and holds harmless the other Party against any claim, liability, loss, proceedings, expense and costs of whatsoever nature (save and to the extent caused by the negligence or intentional act(s) (whether direct or indirect, consequential or otherwise).

7. Programme Specific Agreements

- 7.1 This MoU is designed to facilitate development of mutually beneficial exchanges/programmes and to promote research and educational relationships.
- 7.2 Before any of the activities referenced above may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Programme Specific Agreement").
- 7.3 The term of such Programme Specific Agreements shall not extend beyond three 3 years in length unless specifically agreed upon and, in the event of a period longer than 3 years, needs to comply with all relevant policies and procedures.

8. Funding

- 8.1 The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Programme Specific Agreement related thereto.
- 8.2 The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programmes undertaken pursuant to this MoU.

9. Confidentiality

- 9.1 Each party agrees that the Confidential Information of the other party will be held in confidence to the same extent and the same manner as each party protects its own Confidential Information, but each party agrees that in no event will less than reasonable care be used.
- 9.2 Each party shall, however, be permitted to disclose relevant aspects of such confidential information to its officers, employees and consultants on a need-to-know basis, provided that they have undertaken to protect the Confidential Information to the same extent as required under this Agreement.
- 9.3 Each party agrees to use all reasonable steps to ensure that the other party's Confidential Information received under this Agreement is not disclosed in violation of this paragraph.

- 9.4 Confidential Information shall not include information that:
- 9.4.1 is or becomes generally known or available to the public at large through no negligent act or omission of either party
 - 9.4.2 can be demonstrated to have been available lawfully to either party prior to the disclosure or had thereafter been furnished to either party without restrictions to disclosure or use or
 - 9.4.3 can be demonstrated to be independently developed by the recipient of Confidential Information without use of such Confidential Information and such independent development is proven on the basis of either party's records related to such development.

10. Cancellation

- 10.1 Should any of the parties fail to comply with any of their obligations in terms of this memorandum, the other party may cancel the memorandum without prejudice to any rights it may have in terms of the memorandum, by giving two (2) months written notice, with return receipt.
- 10.2 Any student who may have commenced at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.

11. Intellectual Property

- 11.1 Both parties agree that any intellectual property belonging to an institution, which may include but will not be limited to the following: research material, publications, articles and other academic materials, will belong to that institution and no other party will have a claim against such intellectual property.
- 11.2 It is the intention of the institutions that all research derived from the collaborative efforts of the two parties will be the joint property of both Parties, proportionate to the Parties' respective contributions, unless otherwise specified in a particular departmental MoU or the specific institutional policies on intellectual property or legislation.
- 11.3 In the event of any of the parties wanting to use the jointly owned research for any further purpose i.e. delivering of papers and publishing of academic articles, the other party's written consent will be obtained.

12. Data Protection

- 12.1 For purposes of this clause, the following definitions are important:
 - 12.1.1 **"Data subject"** refers to person to whom personal information relates to

12.1.2 **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- (d) biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

12.1.3 **“Processing”** in terms of the Protection of Personal Information Act of 2013, means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including –

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking as well as restriction, degradation, erasure or destruction of information.

12.1.4 Each Party to this Agreement undertakes to, and shall procure that any of its data operators, agents and contractors comply with the relevant and applicable Data Protection Legislation, and all other applicable data protection legislation and regulations in connection with the performance of its obligations and exercise of its rights under this Agreement. In South Africa, the applicable legislation will be the Protection of Personal Information Act of 2013.

12.1.5 Without prejudice to the generality of Clause 12.1.4 with respect to any processing of Personal Information under this Agreement, each Party to this Agreement shall take appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Information supplied to it by another Party to this Agreement.

12.1.6 The Parties acknowledge that any institution in South Africa may not transfer personal information about a data subject to a third party who is in a foreign country, unless:

- (a) the third party who is the recipient of the information is subject to a law or binding agreement which provide an adequate level of protection that (i) effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person; and (ii) includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country
- (b) data subject consented to the transfer of Personal Information;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible party and a third party.

13. General considerations

13.1 The terms of, and the necessary resources for, such joint activities and exchange programmes shall be discussed and mutually agreed upon in writing by both Parties through the liaison officers specified by the parties prior to the initiation of the particular activity or programme.

13.2 The activities under the MoU will be undertaken by specific appointees from each institution.

13.3 For the sake of clarity, both parties confirm that this will be a binding MoU.

13.4 Any amendment of and/or modification to the MoU will require the written approval from both Parties, in the form of addendum.

13.5 The termination of this MoU shall not affect the implementation of the projects or programmes established under it prior to such termination.

13.6 Both institutions agree that they will follow all applicable laws and regulations in both countries as they exist today as well as in the future, including but not limited to any privacy legislation and data protection legislation.



- 13.7 Exchange of academic information and materials, publications, research databases, and courseware, will comply with UJ's policy on access to information as well as all relevant legislation pertaining to access to information.
- 13.8 The Parties and each of its owners, affiliates, officers, directors, employees and agents acting under its instructions and/or influence and taking actions in furtherance of this Agreement, will comply with all applicable anti-corruption laws, including the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 of the Republic of South Africa, the U.S. Foreign Corrupt Practices Act of 1977, the Australian Criminal Code Amendment (Bribery of Foreign Public Officials) Act of 1999 and the UK Bribery Act 2010 to the extent that they are applicable, and the Parties also agree to adhere to any other applicable anti-bribery and anti-corruption laws and regulations applicable in the Republic of South Africa (collectively, the "**Applicable Anti-Corruption Legislation**") to the extent that they are applicable. Any non-compliance with any applicable anti-corruption legislation might be an acceptable reason to terminate this agreement.
- 13.9 Should the dispute not be resolved within a reasonable time and it is considered to be of a serious nature, the aggrieved party may inform the other party of its intention of arbitration. Such arbitration will take place in the country of the aggrieved party and that country's arbitration legislation will take precedence.

14. DOMICILIA CITANDI et EXECUTANDI

- 14.1 The parties choose as their *Domicilium Citandi et Executandi* for all purposes under the MoU, whether in respect of notices or other document communication of whatsoever, the following addresses:

14.1.1 University of Johannesburg

Physical Address:

Division for Internationalisation
Auckland Park Kingsway Campus
Cnr Kingsway and University Road
Auckland Park
2092

Post address:

PO Box 524
Auckland Park
2006



notification from the addressee's email server.

14.5 The provisions of this clause shall not invalidate any notice or other communication actually given otherwise than as described in these provisions.

15. SIGNATORIES

This MoU is made in two equally authentic copies in English and two equally authentic copies in Portuguese, one in each language for each of the signing parties.

15.1 Signed on behalf of the University of Johannesburg (UJ).

SIGNED at Johannesburg this 15 day of October 2018.

SIGNATURE: 

NAME IN PRINT: **PROF S SINHA
DVC: RESEARCH AND INTERNATIONALISATION**


In his/her capacity as and warranting that he/she is duly authorised hereto.

WITNESSES SIGNATURE: _____

WITNESSES NAME: _____

15.2 Signed on behalf of the Federal University of São Carlos (UFSCar).

SIGNED in São Carlos this 14 day of May 2021
2018.

SIGNATURE: _____ 
Prof. Dra. Ana Beatriz de Oliveira
Reitora - UFSCar

NAME IN PRINT: **PROF WANDA APARECIDA MACHADO HOFFMANN
RECTOR
FEDERAL UNIVERSITY OF SÃO CARLOS**

In his/her capacity as and warranting that he/she is duly authorised hereto.

WITNESSES SIGNATURE: 

WITNESSES NAME: **MARIA ESTELA ANTONIOLI PISANI CANEVAROLO**