

## MEMORANDUM OF UNDERSTANDING

<p><b>UFSCar</b> N.º: 015/2021 Processo: 23112.023129/2020-86</p>
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**Memorandum of Understanding between the Federal University of São Carlos (Brazil) and Neuroscience Research Australia (Australia) for the promotion of academic, scientific, technical and cultural cooperation**

### THE PARTIES:

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 Acting Rector, Prof Roberto Ferrari Júnior, Ph.D.,

and

Neuroscience Research Australia, with registered offices at NeuRA, 139 Barker St., Randwick, NSW 2031, Australia, represented herein by its Chief Operating Officer & Company Secretary, Dr Kate Johnston, PhD, MBA, Grad Dip IT.

**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 establish and promote a developing and evolving relationship that strengthens, enhances and advances the purposes of this Memorandum of Understanding by jointly developing academic, scientific, technical and cultural activities.

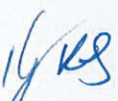
**ENTER INTO THIS MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as "MOU", which will be governed by the following terms and conditions:

**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, academic training activities and academic exchanges.

**SECTION 2:** The accomplishment of the objectives may be achieved by the following forms of cooperation:

- I. Joint development of research programs, projects and activities in equivalent, similar or matching research areas of interest between the Parties.
- 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, where appropriate, joint production of scientific 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 funding, the development of programs, projects and activities listed in the previous section will be formalized, in agreement by both Parties, by means of the execution of addenda to this MOU.

Such addenda shall set forth the following: purpose and/or objectives of the specific program, project or activity; rights and responsibilities of both Parties; budget, financial resources and source of funding 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, data management, legislative requirements, 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 addendum, this MOU does not create any financial obligation from either Party to the other. Each Party shall bear the costs of its own agreed participation in the development of the purposes of this MOU.

The Parties may carry out programs, projects and activities hereunder using appropriate funding sources, *e.g.*, grants 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 may be extended by mutual agreement of the Parties by means of a duly signed addendum.

**SECTION 7:** Any addendum to this MOU will only take effect if mutually agreed in writing and signed by the authorized representatives of both Parties.

**SECTION 8:** Any Party can terminate this MOU at any time for any reason by giving the other Party three (3) months' written notice, the notice must include the termination date and be provided by email. In the event of termination of this MOU, ongoing activities will be finished and commitments concluded.

**SECTION 9:** Notices will be delivered to the signatories of this agreement by email, and deemed to have been received after a delivery status notification or read receipt is returned to the notifying Party.

**SECTION 10:** Questions and disputes arising from the interpretation or execution of this MOU will be friendly settled by both Parties. In case a friendly solution is not possible, they shall

jointly appoint a third party, mutually agreed in writing to by the Parties, natural person, to act as arbitrator. Failure to resolve disputes will result in the termination of this MOU.

Both Parties sign this MOU in four identical copies, two in Portuguese and two in English, to the same effect.

São Carlos, São Paulo (Brazil), JAN. 13, 2021

Sydney (Australia), JAN. 27, 2021



Prof Roberto Ferrari Júnior, Ph.D.  
Acting Rector  
Federal University of São Carlos



Dr Kate Johnston, PhD, MBA  
Chief Operating Officer & Company Secretary  
Neuroscience Research Australia