

THIS MEMORANDUM OF UNDERSTANDING is made the **2nd** day of **August** 2022

BETWEEN

THE FEDERAL UNIVERSITY OF SÃO CARLOS, SÃO CARLOS, STATE OF SÃO PAULO, BRAZIL
(‘UFSCar’)

AND

THE UNIVERSITY OF MELBOURNE [ABN 84 002 705 224], represented by the MELBOURNE SCHOOL OF HEALTH SCIENCES, FACULTY OF MEDICINE, DENTISTRY AND HEALTH SCIENCES of Parkville, Victoria 3010 AUSTRALIA, a body politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009* (Vic) (‘Melbourne’)

BACKGROUND

- A. The Federal University of São Carlos and the University of Melbourne recognise the value of international cooperation and have agreed to enter into this memorandum of understanding (“**MoU**”) to collaborate in academic and research activities on the basis of mutual benefit.
- B. Melbourne and UFSCar seek to record their collaboration (as described in Clause A) in this MoU.

1. GUIDING PRINCIPLES AND PURPOSE OF THE MEMORANDUM

- 1.1 The following guiding principles are intended to govern the relationship between the Parties. Each Party shall:
 - (a) Always act in good faith towards the other Party;
 - (b) Be accessible and communicate openly and honestly with the other Party;
 - (c) Work in a constructive and cooperative manner; and
 - (d) Encourage new approaches to achieve positive outcomes where possible.
- 1.2 Applying the principles in clause 1.1 the Parties intend to promote academic and research collaboration which are mutually beneficial.
- 1.3 To meet these goals, the Parties intend to support their mutual interests in the following areas:
 - (a) Research collaboration and/or joint research projects;
 - (b) Promotion and support of joint PhD opportunities;
 - (c) Exchange of academic staff;
 - (d) Organisation of lectures and/or symposia;
 - (e) Exchange of academic information or material; and/or
 - (f) The establishment of a formal student exchange program.

2. IMPLEMENTING THE GOALS OF THE MoU

- 2.1 The areas of cooperation between the Parties will be mutually agreed by the Parties.
- 2.2 Before engaging in any cooperation that involves an exchange of resources, funding or the development or use of intellectual property, the Parties will enter into a separate written agreement covering the relevant aspects of funding and obligations which will be binding on each Party.

3. REPRESENTATIVE

- 3.1 During the Term, each Party shall nominate a Representative who will be responsible for managing the relationship and coordinating the exchange of relevant information between the Parties.
- 3.2 The Representatives must consult with each other as required to review the operation of the MoU.
- 3.3 A Party may change its Representative by providing written notice to the other Party.

4. CONFIDENTIAL INFORMATION

- 4.1 The Parties may exchange Confidential Information (including to employees of a Party) during the Term of the MoU.
- 4.2 The Receiving Party must not disclose the Disclosing Party’s Confidential Information without first obtaining the consent of the Disclosing Party in writing.
- 4.3 The Receiving Party agrees to take reasonable steps to provide for the safe custody of the Disclosing Party’s Confidential Information in its possession and to prevent unauthorised access to or use of the Disclosing Party’s Confidential Information.
- 4.4 The obligations in this clause 4 survive the termination or expiration of this MoU.

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5. REVIEW, TERM AND TERMINATION

- 5.1 The MoU commences on the Effective Date and continues for the Term, unless terminated earlier or extended as provided for in clause 5.
- 5.2 The Parties will review the benefits of the collaboration and the operation of this MoU one year before the MoU ends to decide whether the MoU will be renewed for a further term. The MoU will only be renewed by mutual written agreement of the Parties.
- 5.3 This MoU may be terminated by either Party providing six (6) months written notice to the other Party, with such notice taken to be received when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the other Party.
- 5.4 Any separate agreement entered into by the Parties (as set out in clause 2) may survive termination or expiration of this MoU.

6. GENERAL PROVISIONS

- 6.1 The following general provisions apply:
 - (a) **Acknowledgment:** The Parties acknowledge that this MoU does not restrict the right of each Party to act in its discretion in relation to its business activities or any existing or new commitments.
 - (b) **Legal Effect:** With the exception of clause 4, this MoU is not intended to create legal relations and is not legally binding on the Parties.
 - (c) **Agency:** Nothing in this MoU gives rise to a relationship of agency between the Parties.
 - (d) **Amendment:** This MoU can be amended by mutual written consent of the Parties. Such amendments, once approved in writing by the Parties, will become part of this MoU.
 - (e) **Assignment:** Neither Party may assign this MoU or any right under this MoU without the prior written consent of the other Party.
 - (f) **Execution:** This MoU may be executed in counterparts, including facsimile counterpart. All executed counterparts constitute one document.
 - (g) **Force Majeure:** Neither Party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party's reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots, and either Party may terminate the MoU by written notice if such an event occurs and continues for a period of 30 days or more, with such notice taken to be received when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the other Party.
 - (h) **Other Laws:** In carrying out obligations set out under this MoU, each Party shall comply with all relevant laws, policies, and requirements of the other Party as notified by the other Party from time to time.
 - (i) **Settlement of Disputes:** 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 by mutual agreement jointly appoint an impartial third party, natural person, to act as arbitrator.

7. DEFINITIONS

- 7.1 In this MoU:

The singular includes the plural and vice versa.

"Confidential Information" means all information:

- disclosed by the Disclosing Party to the Receiving Party or of which the Receiving Party becomes aware; and
- which is by its nature confidential or is identified as confidential by the Disclosing Party, but does not include information which:
 - is required to be disclosed by law;
 - is in the public domain other than by breach of this MoU; or
 - the Receiving Party has developed or obtained independently of the Disclosing Party.

"Disclosing Party" means the Party that is disclosing Confidential Information.

"Effective Date" means the date the last Party signs this MoU.

"MoU" means this memorandum of understanding.

"Party" means a Party to this MoU and **"Parties"** has a corresponding meaning.

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“**Receiving Party**” means the Party that is receiving Confidential Information.

“**Representative**” means an employee of either Party appointed to act as its representative in relation to this MoU and who will be responsible for identifying any matters that arise between the Parties and the referral of those matters to the appropriate person within the Representative’s organisation in accordance with clause 3.

“**Term**” means five (5) years from the Effective Date.

EXECUTED BY THE PARTIES

Signed for and on behalf of:
The Federal University of São Carlos
by its duly authorised officer/s

Signed for and on behalf of:
The University of Melbourne
by its duly authorised officer/s

Professor Ana Beatriz de Oliveira
Rector

Professor Bruce Thompson
Head, Melbourne School of Health Sciences

18th of March 2022
Date

Professor Jane Gunn
Dean, Faculty of Medicine, Dentistry and
Health Sciences

2nd of August 2022
Date