

Memorandum of Understanding on Academic Co-operation

Between

***McMaster University
Hamilton, Ontario, Canada***

And

***Federal University of São Carlos (UFSCar)
São Carlos, São Paulo, Brazil***

Concerning the development of international academic linkage between ***McMaster University*** and the ***Federal University of São Carlos (UFSCar)***.

McMaster University and the ***UFSCar*** desire to collaborate and strengthen academic cooperation between their respective institutions based on the principles of mutual benefits;

Have agreed as follows:

Article 1

The objective of the cooperation between ***UFSCar*** and ***McMaster University*** is to promote academic collaboration for research, education, and community outreach.

Article 2

Cooperation in strategic areas in the field of Science will be directed towards the following activities:

- a) explore various research activities funded through the PrInt program;
- b) explore the development of joint research projects;
- c) share relevant academic and scientific information;
- d) facilitate the exchange of faculty and staff researchers to provide lectures, seminars, and joint workshops;
- f) facilitate the development of a potential summer research internship program for graduate students;
- g) explore the possibility of jointly supervised graduate students.

Article 3

The parties intend that any agreement for academic cooperation in relation to specific program activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties. Except for the obligations under Article 6, this Memorandum of Understanding does not give rise to any contractual relationship between the parties itself, or create any legal obligations on either party, including an obligation to enter into a formal and separate agreement at any time.

Article 4

This Memorandum of Understanding will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

Article 5

To administer and facilitate this cooperation, each party will designate an appropriate office to coordinate activities resulting from this cooperation.

For Federal University of São Carlos

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For McMaster University

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Article 6

1. Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of that Party. However, that Party shall indemnify that the intellectual property right has not resulted from the infringement of any third party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU.
2. Any Intellectual Property Right, data and information resulting from research activities conducted under this MOU shall be jointly owned by the two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted shall constitute a part of the contribution of the Party from which the object derives.
3. If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior

consent from the other Party before and disclosure can be made.

Article 7

Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

Article 8

Either party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter provided that any press releases and other material (including electronic) shall be approved as to form and content by both parties in writing. At McMaster University, Office of International Affairs will seek this approval according to policy and procedures of McMaster University. McMaster University's name and logo may not be used without the written permission from McMaster University. Similarly, the Federal University of São Carlos' name and logo may not be used without the written permission from their designated office.

Article 9

This MOU will remain in force for five (5) years and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

Article 10

Either 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.

Done in the places and on the dates indicated below, in two originals in the English language and two originals in Portuguese language.

For the Federal University of São Carlos:



Prof. Ana Beatriz de Oliveira
Rector
Federal University of São Carlos

March 15, 2023
Date

For McMaster University:



Dr. Bonny Ibhawoh
Vice-Provost, International Affairs
McMaster University

April 11, 2023
Date