



MEMORANDUM OF UNDERSTANDING

UFSCar N.º: 122/2023 Processo: 23112.014042/2023-61

Memorandum of understanding for academic and scientific cooperation (MoU) between the Federal University of São Carlos (Brazil) and Université Laval (Canada)

The Federal University of São Carlos, based on São Carlos campus, at 235km Washington Luís Highway, in São Carlos, in the state of São Paulo, Brazil, in this act represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., hereinafter denominated “UFSCar”; and *Université Laval*, based at 2325 University street, in Quebec, province of Quebec, Canada, represented in this act by its Rector, Prof. Sophie D'Amours, Ph.D., hereinafter denominated “ULaval”;

WHEREAS the institutions entered into a memorandum of understanding for academic and scientific cooperation on March 22, 2018, which objectives were to establish formal institutional and academic relations between them, in order to propitiate the joint development of programs, projects and activities of teaching and research; as well as define the methodology for the fulfillment of such activities, mainly the execution of research, training and exchange;

WHEREAS the validity period of said agreement terminated on March 22, 2023;

WHEREAS the parties thereto are still interested in the development of Higher Education, science and technology;

WHEREAS they intend to formally reestablish the institutional and academic relationship between them, aiming at the continuous progress of both through resuming the execution of then eventually ongoing activities and development of potentially new joint academic, scientific and technical activities;

ENTER INTO THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU”, in conformity with the following clauses:

First Clause – OBJECTIVES

The objectives of this MoU are:

- I.1. To reestablish the formal institutional and academic relations between UFSCar and ULaval, in order to propitiate again the joint development of programs, projects and activities of teaching and research.
- I.2. To define or, where the case, improve or redefine the methodology for the fulfillment of such activities, mainly the execution of research, training and exchange.

Second Clause – FORMS OF COOPERATION

II.1. The activities mentioned in the previous clause may consist in:

- II.1.1. Joint planning and execution of programs, projects and activities of research on subjects of common interest for both institutions;
- II.1.2. Mobility and exchange of professors, researchers, students and technicians;
- II.1.3. Internships, study missions, training and other activities of personnel improvement;

- II.1.4.** Cession and exchange of scientific and technical information, as well as joint production and exchange of publications;
- II.1.5.** Co-organization of academic, scientific and cultural events like congresses, symposiums, seminars and others;
- II.1.6.** Other academic and scientific activities of mutual interest for both institutions.

II.2. Specific programs, projects and activities on the framework hereof shall be formalized through amendments or specific cooperation agreements, which must expressly mention this MoU and become integral part of it.

Sole paragraph. The amendments and specific agreements shall present a description of the specific work and its nature, its objectives, the responsibilities of the parties, financial resources involved, the period of validity of the document and procedures for modifying and terminating it, besides other relevant information for the concrete activity, such as work plans, chronograms and provisions on intellectual property and confidentiality.

Third Clause – RESPONSIBILITIES OF BOTH PARTIES

III.1. When hosting students, professors or researchers from the other institution, the parties shall facilitate the use of its facilities, equipment, laboratories and library material which are necessary for the execution of their respective activities on the framework hereof.

III.2. The parties undertake not to publish, divulge or, in any way, exploit confidential information, namely the information which is not in public domain, including the information belonging to the other party that had been generated priorly to the execution of this MoU and has been obtained due to its implementation.

III.3. The parties are bound to total responsibility for any eventual misuse of information and data obtained in consequence of the activities developed in cooperation throughout the present agreement.

Sole paragraph. The activities developed hereunder do not generate any formal employer-employee relationship between the personnel of either institution and the other party.

Fourth Clause – FINANCIAL RESOURCES

IV.1. The parties are held responsible for all costs pertaining to their respective participation in the fulfillment of activities in the scope hereof.

IV.2. In order to propitiate specific programs, projects and activities, the parties can individually or jointly pursue resources at national and international organizations dedicated to funding research and development, as well as at companies in their respective countries.

IV.3. Students, professors and researchers from either institution in mobility hereunder at the other will pay tuition fees, when existing, at their respective home institution.

Sole paragraph. Participants in the mobilities provided herein are responsible for their personal expenses referring to their participation in the activity, such as travels, housing, food, transportation, bibliographic material, insurance, visa, and others.

Fifth Clause – VALIDITY

This MoU is valid from the date when it is signed by both parties and will remain in effect for five (5) years.

Sixth Clause – MODIFICATION AND TERMINATION

VI.1. The present MoU may be modified, what includes the extension of its validity period, through amendment duly signed by the parties.

VI.2. Either party can terminate this agreement by presenting well-founded forewarning in writing, within a minimum of three (3) months and with return receipt, without causing harm to ongoing activities.

Seventh Clause – SOLUTION OF CONTROVERSIES

Questions and controversies arising from the interpretation or the execution of this MoU will be solved by direct entente between the parties. In case it is not possible, they shall jointly indicate a third party, natural person, to act as mediator.

The parties sign the present agreement in four identical copies, two in Portuguese and two in English, to the same effect.

São Carlos, 25/5/2023



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

Quebec, 29/06/2023



Prof. Sophie D'Amours, Ph.D.
Rector
Université Laval