



## MEMORANDUM OF UNDERSTANDING

UFSCar
N° 064 / 2019
Proc. 23112-002872/2019-69

### Memorandum of Understanding between the Federal University of São Carlos (Brazil) and The Governors of The University of Calgary for the promotion of academic and scientific cooperation

The Federal University of São Carlos, based on São Carlos campus, at Rodovia Washington Luís, km 235, in São Carlos, in the state of São Paulo, Brazil, in this act represented by its rector, Prof. Wanda Aparecida Machado Hoffmann, Ph.D., hereinafter referred to as "UFSCar"; and the Governors of The University of Calgary, based at 2500 University Drive NW, Calgary, Alberta, Canada T2N 1N4 represented in this act by its Provost and Vice-President (Academic), Dr. Dru Marshall, hereinafter referred to as "UCalgary";

**WHEREAS** both institutions are interested in the development of higher education, science and technology;

**WHEREAS** they intend to formally establish an institutional and academic relationship, aiming at the progress of both through the joint execution of 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 agreement are:

**I.1.** To establish institutional and academic relations between UFSCar and UCalgary, in order to promote the joint development of programs, projects and activities of teaching and research.

**I.2.** To define 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 such as congresses, symposiums, seminars and other events similar in nature.

**II.2.** Specific programs, projects and activities on the framework hereof shall be formalized by means of addenda/annexes/specific cooperation agreements that must expressly mention this MOU and become an integral part of it.

**Sole paragraph.** Addenda/Annexes/Specific cooperation 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 thereof and procedures for modifying and terminating the agreement, as well as 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.** The parties undertake not to publish, divulge or, in any way, exploit confidential information, namely the information which is not in the public domain, including the information belonging to the other party

that had been generated prior to the execution of this agreement and has been obtained due to its implementation.

**III.2.** The parties are bound to total responsibility for any eventual misuse of information and data obtained as a consequence of the activities developed in cooperation throughout this 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, but will not be compelled to affect resources from its respective own budget in order to guarantee the necessary financial support for the execution of such activities.

**IV.2.** In order to promote specific programs, projects and activities, the parties may 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.

**Fifth Clause – VALIDITY**

This MOU is valid from the date when it is signed by both parties, from the date of the last signature, and will remain in effect for a period of five (5) years.

**Sixth Clause – MODIFICATION AND TERMINATION**

**VI.1.** This MOU may be modified, and/or amended to include the extension of its validity period, by means of an amendment signed by both parties.

**VI.2.** Either party can terminate this agreement upon well-founded forewarning in writing, presented 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 resolved by direct entente between the parties. In case it is not possible, they shall jointly indicate a third party, natural person, to act as arbitrator.

**Eighth Clause – EXECUTION IN COUNTERPARTS**

This MOU may be executed in one or more original or facsimile counterparts, each of which when so executed and all of which together shall constitute one and same MOU. If this MOU is also being executed in one or more additional translations, the English version shall govern to the extent of any inconsistency among the translations.

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

São Carlos, Brazil

Calgary, Alberta, Canada

Per: Wanda Hoffmann  
Prof. Wanda Aparecida Machado Hoffmann, Ph.D.  
Rector  
Federal University of São Carlos

Per: Dru Marshall  
Dr. Dru Marshall  
Provost and Vice-President (Academic)  
The Governors of The University of Calgary

Date: OCT. 11/19

Date: SEPT 23/19