



Memorandum of agreement for academic cooperation

between

the University of Lleida (Catalunya, Spain)

and

the Federal University of São Carlos (Brazil)



GATHERED:

For one part, Prof. Targino de Araújo Filho, Rector of the Federal University of São Carlos (herewith UFSCar), situated on São Carlos campus, at Rodovia Washington Luís, km 235, in São Carlos, in the state of São Paulo, Brazil, acting in representation and name of UFSCar

And, for the other, Dr. Roberto Fernández Díaz, Rector of the University of Lleida (herewith the UdL), situated in Lleida, Plaça de Víctor Siurana, 1, with Fiscal Identity Number Q-7550001-G, acting in name and representation of the UdL, as established in the Organic Law for Spanish Universities 6/2001, of 21st December, modified by the Organic Law 4/2007, of 12th April

in mutual recognition of their legal capacity to subscribe this present agreement

DECLARE:

1. That UFSCar and UdL provide the institutional framework for the conduct of education and research programmes, for scientific, technological and cultural development and dissemination, for the exchange of information and training at university level.
2. That UFSCar and UdL are empowered to carry out programmes and activities of mutual interest.
3. That, given the above conditions, the parties desire to formalize these conditions in this agreement on mutual cooperation, with the aim of developing joint programmes and activities for the benefit of both institutions in particular and of society in general.
4. That the legal addresses for this agreement are Federal University of São Carlos, Rodovia Washington Luís, km 235, 13565-905, São Carlos, SP, Brazil, and Universitat de Lleida, Plaça de Víctor Siurana, 1, 25003 Lleida, Spain.

To this effect, the below signatories subscribe to the present agreement on cooperation, which submits them to the following

CLAUSES

First: Objective

UFSCar and UdL jointly agree to establish and carry out projects, programmes and activities in different areas of cooperation.

Handwritten signature/initials

Second: Areas of cooperation

The areas of cooperation will be those mutually agreed by the parties to carry out specific programs.

Third: Development of the specific programmes

3.1. Addenda to this document will identify specific projects and activities that will be undertaken within this general agreement.

The cooperation may include all or some of the following activities:

- Exchange of teaching and research staff;
- Exchange of students;
- Exchange of administration and services staff;
- Joint research programs;
- Participation in seminars;
- Exchange of scientific and teaching materials;
- Joint programs of education;
- Knowledge transfer activities.

3.2. The specific agreements will have to establish the particular conditions of the program, which may include: the nature of the work (undergraduate, graduate etc.), its objectives, the responsibilities of both parties, financial resources involved, the length, possibility of renewal and other relevant information for the concrete activity, such as work plans, chronograms and the respective reports.

3.3. Each institution must designate a person in charge of the programs specified in the agreements.

3.4. Addenda to this document must be approved by the authorized representatives of both institutions.

Forth: Funds

Each specific agreement must establish the terms for the contribution of both parties and the type of funding available.

Fifth: Intellectual property

5.1. The intellectual product of activities developed throughout this agreement by the staff and researchers of UFSCar and UdL comprises valuable patrimony, protected by academic norms and by the legislation in effect.

5.2. When the activities result in the generation, development and/or perfection of immaterial goods, the utilization or ownership rights must be foreseen in a specific contract/agreement, thus guaranteeing the co-ownership of each party in both national territories and the way this product will be commercially exploited.

5.3. The parties will strive in their efforts to impede improper divulgation and improper utilization of data, information, techniques, methods or other immaterial goods utilized in or resulting from activities developed throughout this agreement.

5.4. The divulgation of activities and the propagation of knowledge resulting from this agreement will explicitly mention it and the parties involved.

5.5. The divulgation and publishing of technical and scientific work, undergraduate theses, master's theses and doctoral dissertations originating or relating to the activities throughout this agreement will always be conceivable under the conditions and limitations established in this clause and in the legislation in effect.

Sixth: Duration of the agreement

This agreement shall be valid for five (5) years upon signing by both parties. It will be reviewed every five (5) years to evaluate the progress and the quality of mutual cooperation. The agreement may be extended for additional five-(5)-year periods upon the written consent of both institutions.

The agreement may be terminated by either institution upon three-(3)-month advance written notice.

Seventh: Solution of controversies

Questions and controversies arising from this agreement will be solved by direct entente between the parties or by an arbitrator chosen by mutual consensus of both.

Eight: Language in which the agreement is drawn up

The original version of this document is drawn up in English and in Portuguese.

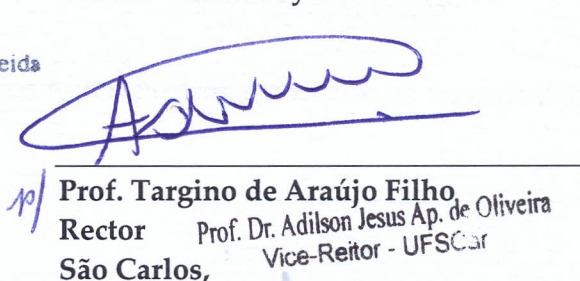
And as proof of agreement, the undermentioned sign this document, in duplicate and to one end, in the place and on the date indicated:

University of Lleida



Roberto Fernández Díaz
Rector
Lleida, 27 MAIG 2015

Federal University of São Carlos



Prof. Targino de Araújo Filho
Rector
São Carlos,
Prof. Dr. Adilson Jesus Ap. de Oliveira
Vice-Reitor - UFSCar

23 JUN 2015