



## MEMORANDUM OF UNDERSTANDING

**UFSCar**  
N.º: 106/2021  
Processo: 23112.011067/2021-41

Memorandum of Understanding between the Federal University of São Carlos (Brazil) and *Institut de recherche pour le développement* (France) for the promotion of academic, scientific, technical and cultural cooperation

The Federal University of São Carlos, with registered offices on São Carlos campus, at *Rodovia Washington Luís*, km 235, in São Carlos, in the state of São Paulo, Brazil, represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., hereinafter referred to as “UFSCar”, and *Institut de recherche pour le développement*, with registered offices at *Le Sextant*, 44 Boulevard de Dunkerque, in Marseille, France, represented herein by its *Présidente-directrice générale*, Dr. Valérie Verdier, hereinafter referred to as “IRD”,

**WHEREAS** the Institutions entered into a general agreement for academic and scientific cooperation on May 13, 2016, in order to establish stable relationship between them, so as to further the development of joint programs, projects and activities on teaching and research; and define the methodology for the joint development of such activities, mainly the execution of research, training and exchange of personnel,

**WHEREAS** said agreement terminated on May 13, 2021, but the parties thereto, which are continuously interested in the development of Higher Education, scientific knowledge and research, and technology, wish to formally reestablish the institutional relationship between them, so as to regain the opportunity to jointly develop academic, scientific, technical and cultural activities aiming to promote their continuous strengthening, enhancement and advancement,

**ENTER INTO THIS MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as “MOU”, which will be governed by the following terms and conditions:

**SECTION 1:** The objectives of this MOU are as follows:

- I. To reestablish the institutional relationship between the Parties, so as to enable again the joint development of training, research, technical and cultural programs, projects and activities.
- II. To stipulate or, where the case, to improve or stipulate anew the methods and means to carry out such programs, projects and activities, especially the development of research, training activities and academic exchanges.

**SECTION 2:** The accomplishment of the objectives hereof may consist in the following forms of cooperation:

- I. Joint development of research programs, projects and activities in equivalent, similar or matching research areas between the Parties, as well as regarding scientific topics of their mutual interest.
- II. Exchange of faculty members, researchers, students, and technical and administrative staff to participate in training activities, internships, visits and other activities of academic, scientific and technical improvement.
- III. Assignment and exchange of scientific, technical and cultural information, as well as joint production of publications.
- IV. Co-organization of academic, scientific and cultural events, *e.g.*, conferences, symposia, seminars and colloquia.
- V. Other academic, scientific and cultural programs, projects and activities that the Parties may mutually wish to develop, in accord with their respective institutional purposes.

**SECTION 3:** Subject to availability of funds, the development of programs, projects and activities listed in the previous section will be formalized by means of the execution of addenda or annexes to this MOU or specific cooperation agreements that shall explicitly mention it.

Such addenda, annexes and specific cooperation agreements shall set forth the following: purpose and/or objectives of the specific program, project or activity; rights and responsibilities of both Parties; financial resources for the development of the respective object; duration of the corresponding agreement, as well as procedures to amend and terminate it; settlement of disputes; other appropriate, relevant terms and conditions regarding the respective purpose, *e.g.*, specific steps or forms to pursue it.

**SECTION 4:** Participation in any program, project or activity under this MOU does not generate any formal employer-employee relationship between any person from either Party and the other Party.

**SECTION 5:** Unless otherwise agreed in an amendment hereto, this MOU does not create any financial obligation from either Party to the other. Each Party shall bear the costs of its own effective participation in the development hereof.

The Parties may carry out programs, projects and activities hereunder using funds granted from agencies and organizations devoted to funding research and development, as well as from companies and other private and public institutions.

**SECTION 6:** Notwithstanding the provision in Section 3 of this MOU, the terms and conditions listed below, referring to confidentiality of information, intellectual property rights and publications, shall apply to the programs, projects and activities that the Parties may jointly develop under or as result of this MOU:

- I. Both Parties ensure that themselves, their respective employees and agents, as well as any other person in connection with the Parties, will respect the confidentiality of all the information, data, projects, know-how and any other information or documents provided by either Party to the other under this MOU. Both Parties shall not disclose such information, documents, data, projects and know-how to third parties without the prior written consent of the Disclosing Party.



- II. Throughout the duration of this MOU and for five (5) years after its termination, both Parties shall keep strictly confidential the confidential information exchanged between them or generated by them hereunder. Both Parties shall not directly or indirectly disclose such confidential information to third parties or make it public without the prior written consent of the Disclosing Party, or use such confidential information for purposes not set forth in this MOU, except under a legal rule or court order.
- III. Notwithstanding the previous provisions, information will not be deemed confidential if:
- a) it is publicly known or is known by the Receiving Party before its receipt, without any breach of this MOU;
  - b) it becomes publicly known in the future, without either Party being responsible for its disclosure.
- IV. If a court order requires the Parties to disclose confidential information to third parties, the Party receiving the court order shall communicate the Disclosing Party about such court order and take all the appropriate legal actions, at its own expenses, in order to prevent disclosing said confidential information or, where it is not possible, disclose only the piece of information that is strictly necessary to comply with such court order.
- V. Any data, technology, technical and commercial information, software, procedure and routine, registered or not, belonging to any of the Parties and/or to third parties, but under the responsibility of this Party, prior to the effective date of this MOU, and which has been disclosed to the other Party for the sole purpose of supporting the development of programs, projects or activities hereunder, will remain belonging to the Party that has possessed such goods already.
- VI. The Parties hereby agree that any result able of being protected by intellectual property rights, resulting from programs, projects or activities developed under this MOU, will be jointly owned by UFSCar and IRD. Such intellectual property rights, as well as other rights and duties of the Parties, shall be set forth in a further specific agreement or contract, which shall observe the relevant legislation.
- VII. By signing this MOU, IRD explicitly acknowledges that UFSCar features an innovation agency, which is in charge of managing said university's policy on innovation. As a consequence, any further result arising from the development of this MOU, which may become property of both Parties, shall be communicated to UFSCar Innovation Agency, so as to execute the appropriate procedures to protect such result.
- VIII. The Parties shall communicate each other about the generation of any new process and/or product able of being protected by intellectual property rights resulting from the development of programs, projects or activities hereunder.
- IX. Provided that clauses on confidentiality stipulated in this MOU are observed, both Parties are entitled to publish or present results from the development hereof. Any publication or presentation resulting from this MOU shall mention the cooperation set forth herein, as well as duly protect proprietary information or intellectual property regarding those results or confidential information disclosed by either Party.
- X. Any publication or presentation by any Party of any result jointly obtained under this MOU requires the prior written consent from the other Party. Thus, the Party wishing to publish or present such results shall show the content of the publication or



presentation to the other Party, which will give its consent or disallow the publication or presentation, along with the corresponding reasons, within sixty (60) days from the date when it receives the content of the publication or presentation in an electronic document. In the event that such decision is not communicated within the abovementioned period, the publication or presentation of said document will be deemed authorized.

**SECTION 7:** This MOU is valid as from the date of the last signature by both Parties and will remain in force for five (5) years. The duration hereof may be extended by means of a duly signed amendment.

**SECTION 8:** Any amendment hereto shall be agreed in writing and signed by the authorized representatives of both Parties.

**SECTION 9:** Any 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.

**SECTION 10:** Questions and disputes arising from the interpretation or execution of this MOU will be friendly settled by both Parties. In case a friendly solution is not possible, they shall jointly appoint a third party, natural person, to act as arbitrator.

Both Parties sign this MOU in four identical copies, two in Portuguese and two in English, to the same effect.

São Carlos, São Paulo (Brazil), JULY 2, 2021

Marseille (France),

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



Dr. Valérie Verdier  
Présidente-directrice générale  
Institut de recherche pour le développement

