



MEMORANDUM OF UNDERSTANDING

By and between 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, herein represented by its rector, Prof. Wanda Aparecida Machado Hoffmann, Ph.D.;

and

Universiteit Utrecht, a legal entity established under the laws of the Netherlands and governed by public law under section 1.4 of the Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*) and having its registered offices at Heidelberglaan 8, Utrecht, the Netherlands, for the benefit of the Faculty of Geosciences, in this matter duly represented by prof. dr. ir. W. Hazeleger, dean, hereinafter also referred to as 'Utrecht University'.

SECTION 1 – PURPOSE

The Federal University of São Carlos and Utrecht University agree to promote academic and scientific cooperation between them, in areas of common interest, by means of joint development of the project "Governing the Atlantic Forest transition: Improving our knowledge on forest recovery for ecosystem services" (see Annexes A and B), selected by São Paulo Research Foundation (FAPESP) after the call for proposals issued in 2018 under the agreement for scientific and technological research cooperation between FAPESP and Netherlands Organization for Scientific Research (NWO) signed on November 21, 2012;

SECTION 2 – IMPLEMENTATION

The mutual specific cooperation to be implemented in the context of this agreement shall be governed by the regulatory frameworks of both parties and shall be subject to separate formal institutional and program agreements which have been approved by the appropriate bodies within the two institutions, in the format displayed in Annex A, and shall depend on the availability of funds.

SECTION 3 – FUNDING

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs. No guarantee is given that such funds shall be available from either party.

SECTION 4 – REQUIREMENTS

Scholars, students and technical and administrative staffs taking part in the joint development of the project "Governing the Atlantic Forest transition: Improving our knowledge on forest recovery for ecosystem services" shall comply with the immigration requirements of the country of the host institution and shall contract insurance of international medical and hospital services, personal accident and repatriation, covering their respective whole stay abroad.

SECTION 5 – INTELLECTUAL PROPERTY RIGHTS

Each party shall own all Intellectual Property (IP) rights which are generated by its staff, students and agents pursuant the mutually agreed project governed by this agreement. Considering that this agreement is important to the progress of science and to the production of knowledge, the parties agree to provide each other with non-exclusive mutual licenses without costs for each one to make use of such IP for the sole purpose of internal non-commercial academic activities.

In the event that both parties are responsible for jointly generating IP, such IP shall be jointly owned in accordance with the inventive contribution made by each party and in compliance with the national legislation of both countries, the valid international conventions on the subject and, whenever the case, also with the policies for IP defined by the institution(s) which is/are responsible for funding the staff. If such IP is capable of commercial exploitation, neither party shall exploit it without the consent of the other and on terms to be agreed by means of a specific written agreement.

SECTION 6 – PUBLICATION

Both parties shall jointly publish results arising from this cooperation in accordance with usual academic practice and their respective policies. In the event of publication by one party, the other party shall be asked to give thirty-day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 of this MoU for their own research and development purposes. However, any use by either party of the other party's background information for research and development purposes shall be the subject of a separate agreement.

SECTION 7 – CONFIDENTIALITY

This MoU and all documents and information provided by one party to the other party under or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential ("the Confidential Information"), pursuant to the policies of each party and the national legislation of both countries. The Confidential Information shall not be used except for the purposes for which it was made available, and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing party.

Neither party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:

- i. is known to the party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
- ii. is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
- iii. has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- iv. has been independently developed by the party making the disclosure; or
- v. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
- vi. is approved for release in writing by an authorized representative of the party whose information it is.

SECTION 8 – EFFECTIVE TERM

This MoU shall become effective on the date of its signature by both parties and shall remain effective for five years. Upon the completion of this term, the MoU may be reedited, upon the written assent of both institutions, and such renewal shall take the form of a new MoU.

SECTION 9 – AMENDMENTS

Any changes to the terms and conditions of this MoU shall only become effective by means of a written addendum mutually accepted by the signatory parties.

SECTION 10 – COORDINATION

As coordinators for this MoU the following are appointed: on behalf of the Federal University of São Carlos, Dr. Alexandre Camargo Martensen, professor of the Center for Nature Sciences; and on behalf of Utrecht University, Dr. Reinier G. A. Boot, professor of the Department of Biology (Utrecht University).

SECTION 11 – TERMINATION

This MoU may be terminated at any time by either party by means of a one hundred eighty-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an agreement termination instrument, the responsibilities for the closing of each one of the programs affected by the termination, provided, however, that the activities in progress at the time which are the

subject of a specific agreement shall be completed before termination becomes effective, as well as any other reasonable commitments.

SECTION 12 – SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under the performance or in the construction of this MoU, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties may jointly appoint a third party natural person to act as mediator.

And having, thus, agreed and covenanted, the parties execute this MoU in two identical counterparts in Portuguese and two in English, to one and same effect.

São Carlos, 20/05/2021

Utrecht, 24-9-2019

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

Prof. dr. ir. W. Hazeleger

Dean
Utrecht University


Prof. Dra. Ana Beatriz de Oliveira
Reitora - UFSCar

Annexes (2): A: Display format of specific cooperation to be jointly implemented
B: Project to be jointly developed

ANNEX A – Display format of specific cooperation to be jointly implemented

Cooperation nature/title	Joint research project “Governing the Atlantic Forest transition: Improving our knowledge on forest recovery for ecosystem services”
Direct responsible – Federal University of São Carlos	Prof. Alexandre Camargo Martensen, Ph.D.
Direct responsible – Utrecht University	Prof. Reinier G. A. Boot, Ph.D.
Signature for and on behalf of the Federal University of São Carlos	<p>Name: Prof. Wanda Aparecida Machado Hoffmann, Ph.D.</p> <p>Title: rector</p> <p>Date: 20/05/21</p> <p><i>[Handwritten Signature]</i> Profa. Dra. Ana Beatriz de Oliveira Reitora - UFSCar</p>
Signature for and on behalf of Utrecht University	<p>Name: Prof. dr. ir. W. Hazeleger</p> <p>Title: Dean</p> <p>Date: 24-9-2019</p> <p><i>[Handwritten Signature]</i></p>

STAMPED AND SIGNED

ANEXO B – Projeto a ser desenvolvido em conjunto

Ver projeto anexo.



Research for
Innovation

About Research
Projects

Partnership
Agreements

About the
Virtual Library



Governing the Atlantic Forest transition: improving our knowledge on forest recovery for ecosystem services

Grant number: 18/20501-8

Support type: [BIOTA-FAPESP Program - Young Investigators Grants](#)

Duration: May 01, 2019 - April 30, 2023

Field of knowledge: [Biological Sciences - Ecology - Applied Ecology](#)

Cooperation agreement: [Netherlands Organisation for Scientific Research \(NWO\)](#)

Principal Investigator: [Alexandre Camargo Martensen](#)    

Grantee: [Alexandre Camargo Martensen](#)    

Principal investigator abroad: [Rene Boot](#)

Institution abroad: [Utrecht University \(UU\), Netherlands](#)

Home Institution: [Centro de Ciências da Natureza \(CCN\), Universidade Federal de São Carlos \(UFSCAR\), Campus de Lagoa do Sino, Buri, SP, Brazil](#)

Assoc. researchers: [Alexandre Uezu](#) ; [Vinícius de Avelar São Pedro](#)

Abstract

The historical decline of Atlantic Forest area in Brazil has now transitioned into a modest forest increase. The underlined voluntary nature of reforestation activities by landscape actors poses a large challenge to reforestation policy goals, since the vast agricultural areas in the state of Sao Paulo have a strong restorative effect on land rent prices. This makes reforestation highly expensive and as a result, mainly marginal land and degraded pasture land are restored. This will not always generate the desired effects in terms of biodiversity conservation and the provision of other ecosystem services. In the context of a landscape approach, governance of ecosystem services requires the creation of shared rules among landscape actors that should lead to fair and sustainable use of ecosystem services. Rules can include incentives, but the relations between services and their perceived (economic) values may not scale linearly, jeopardizing the marginal benefits payment systems might achieve. Payments may also cause conflicts among actors and can lead to leakage effects. To improve the effectiveness of restoration strategies, the enabling policy environments for payments of ecosystem services need to be improved and will be studied in detail. With increasing reforestation, the ecosystem processes and services may not be fully restored. Services are likely to be heterogeneously distributed in both space and time. Very often, spatialtemporal trade-offs are found among the various services provided by forests. To date, empirical evidence on the temporal and spatial distribution of ecosystem services delivered by reforestation and their trade-offs is largely unavailable, but new frameworks to study forest dynamics have been developed on which we will build further. We will adequately measure and model ecosystem services distributions to support landscape governance. The project will therefore address the socio-ecological systems that drive forest change and the spatial distribution of ecosystem services in the landscape. The enabling policy environments will be assessed to develop proper incentives for forest restoration and provision of ES. (AU)

Matéria(s) publicada(s) na Agência FAPESP sobre o auxílio:

[Scientists set out to understand how regenerated Atlantic rainforest areas help protect biodiversity](#)

