



## **Memorandum of Understanding**

**dated** 26 January 2023

Between:

**The Chancellor, Masters and Scholars of the University of Cambridge**, The Old Schools, Trinity Lane, Cambridge, CB2 1TN, United Kingdom (“**Cambridge**”)

and

the **Federal University of São Carlos**, São Carlos campus, 235km Washington Luís Highway, São Carlos, State of São Paulo, 13565-905, Brazil (“**UFSCar**”)

### **PURPOSE**

1. The purpose of this Memorandum of Understanding (‘MoU’) is formally to record the mutual interest of the University of Cambridge and the Federal University of São Carlos in promoting and furthering academic links between the two institutions for a period of three years following signature of this MoU.

### **PRELIMINARY DISCUSSIONS**

2. The parties have discussed the possibilities for collaboration, including a research project to investigate mechanisms regulating mother-to-offspring transmission of mutant mitochondrial DNA, subject to negotiation of the appropriate contractual terms and to the necessary funding being available.

### **FUTURE STEPS**

3. If these possibilities for collaboration appear to be feasible after further discussion between the parties and suitable funding sources are identified, it is proposed that negotiations should take place with a view to finalising the terms of such contractual arrangements between such parties as may be necessary and appropriate to put the proposal into effect.

### **PUBLIC STATEMENTS**

4. The parties acknowledge the merits of positive publicity but they recognise that neither party should make any press announcement or public statement about the proposals or this MoU which has not been agreed in advance by the other party.

### **BRAND PROTECTION**

5. Neither party will use the name, trade name, trademark, logo or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

### **EFFECT OF THIS MEMORANDUM**

6. While the parties wish by this MoU to make clear their support of, and enthusiasm for, the proposals, with the exception of clauses 4 (Public Statements) and 5 (Brand Protection) and this clause 6, which the parties acknowledge to be legally binding upon

them, this MoU is not intended to create any legally binding relationship between the parties. The parties recognise that any agreement or agreements involving the parties which may subsequently be negotiated will, prior to execution, require the express approval of specific bodies and duly authorised officers within the Cambridge and UFSCar and they acknowledge that at any time in advance of such execution the parties and each of them shall be free to propose arrangements different from those outlined in this MoU or unilaterally to cease any consideration or negotiation contemplated by this MoU without any liability whatsoever to the other party.

#### **MODIFICATION OF THIS MEMORANDUM**

7. Any amendment to this MoU shall be agreed in writing and signed by the authorized representatives of both parties.

#### **TERMINATION OF THIS MEMORANDUM**

8. 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.

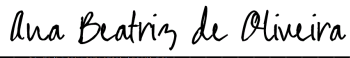
#### **SETTLEMENT OF DISPUTES**

9. Questions and disputes arising from the interpretation or execution of this MoU will be friendly settled by both parties. In case an amicable solution is not possible, they shall jointly appoint a third party, natural person, to act as arbitrator.

Signed for and on behalf of **the University of Cambridge** by **the Head of Clinical Contracts/Senior Contracts Manager**

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Signed for and on behalf of **the Federal University of São Carlos** by **Prof. Ana Beatriz de Oliveira, Rector**

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