

UFSCar	
Nº	006 / 2019
Proc.	23112.00 1150 / 2017-SO



## Memorandum of Understanding Relating to Health, Ageing, Epidemiology and Rehabilitation

This Memorandum of Understanding ("MOU") is dated 12 December 2018 and is made between:

1. **University College London**, acting through the Department of Epidemiology and Public Health, a body corporate established by Royal Charter with number RC00631 having its registered office at University College London, Gower Street, London, WC1E 6BT herein referred to as "**UCL**" and shall mean and include its successors and assigns.
2. **Federal University of São Carlos**, for the interest of its Graduate Program on Gerontology and Graduate Program on Physiotherapy, a legal entity of public law created by the Law 3835/1960, of December 13<sup>th</sup>, having its registered office at São Carlos campus, km 235 Washington Luís highway, 13565-905 São Carlos, state of São Paulo, Brazil, herein referred to as "**UFSCar**" and shall mean and include its successors and assigns.

### **Whereas:**

A The Parties wish to enter into a collaborative relationship for the general purpose of undertaking collaborative projects in the areas of health equity and epidemiology.

B This MOU sets out the principles under which the Parties intend to co-operate.

### **Now it is hereby agreed as follows:**

#### **1. Definitions**

In this MOU, the following terms shall have the meaning set out below:

"**Parties**" means UCL and UFSCar;

#### **2. Purpose and Areas of Potential Collaboration**

2.1 The Parties agree to explore development of collaborative projects together. These projects will support the aim of building relationships and collaborations in the areas of health, ageing, epidemiology and rehabilitation through potential:

- 2.1.1 Collaboration to support longitudinal analyses using Brazilian and English datasets;
- 2.1.2 Joint research activities and publications;
- 2.1.3 Comparative analyses focusing on health, ageing, epidemiology and rehabilitation;
- 2.1.4 Visits of academic staff to give lectures or talks; participate in conferences, colloquia and symposia; or undertake agreed joint activities;
- 2.1.5 Holding joint conferences, colloquia and symposia;
- 2.1.6 Exchange of information and cooperation in specific fields of interest to both institutions;

- 2.2 The terms and conditions of any specific programme or activity shall be recorded in a separate formal agreement outlining the commitment of both Parties and approved by the appropriate authorities within the Parties before activity commences.

### **3 Confidentiality**

- 3.1 This clause is intended to be legally binding.
- 3.2 The Parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.
- 3.3 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, business or affairs of the other party except as permitted below.
- a. Each party may disclose the other party's confidential information:
    - (1) to its employees, officers, or advisers who need to know such information for the purposes of carrying out this MOU. Each party shall ensure that its employees, officers, or advisers to whom it discloses the other party's confidential information comply with this clause; and
    - (2) as may be required by law, court order or any governmental or regulatory authority.
  - b. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this MOU.

### **4 Intellectual Property**

- 4.1 This clause is intended to be legally binding. Neither party to this MOU shall use or refer to the name, logo or any other designation of the other party without the prior written consent of that other party.
- 4.2 The Parties agree that any intellectual property that is developed as a result of the collaborative activity will be dealt with by appropriate written agreements at the relevant time.
- 4.3 For the avoidance of doubt, background intellectual property rights (IPR) in any future collaboration remains the property of the contributing Parties and no rights to background IPR are conveyed by this MOU.
- 4.4 Publications resulting from joint research activities will be agreed by both Parties prior to submission.

### **5 Brand and Logo**

Neither Party to this MoU shall use or refer to the name, logo or any other designation of the other Party without the prior written consent of that other Party (such consent not to be unreasonably withheld or delayed). The Parties shall immediately cease to use in any manner whatsoever such materials and the logos, trade marks or other intellectual property rights of the other Party upon termination or expiry of this Agreement for any reason.

## 6 Contact Persons

Each Party will designate a coordinator to manage and monitor the undertakings outlined in the purposes of this Memorandum of Understanding, as follows:

### For UCL:

Name Dr Cesar de Oliveira  
Designation Senior Research Fellow  
Department Epidemiology and Public Health  
Address 1-19 Torrington Place, London, WC1E 6BT  
Email [c.oliveira@ucl.ac.uk](mailto:c.oliveira@ucl.ac.uk)  
Telephone +44(0)20 7679 8251

### For UFSCar:

Name Prof Tiago da Silva Alexandre, Ph.D.  
Designation Professor  
Department Gerontology  
Address km 235 Washington Luís highway, 13565-905 São Carlos, state of São Paulo, Brazil  
Email [tiagoalexandre@ufscar.br](mailto:tiagoalexandre@ufscar.br); [tsfisioalex@gmail.com](mailto:tsfisioalex@gmail.com)  
Telephone +55 16 3351 6671

These contacts may only be amended by notification in writing by the relevant Party to the other Party.

## 7 General

- 7.1 The Parties agree that they will comply with the relevant rules, regulations, policies and procedures of the other organisation to the extent necessary for the purposes of the implementation and operation of this MOU.
- 7.2 The activities developed under this MOU do not generate any formal employer-employee relationship between the personnel of each Party and the other Party.
- 7.3 This MOU will come into force on the date stated above and will remain in force for a period of three [3] years (the “**Initial Period**”) thereafter, unless terminated in accordance with clause 7.4. It will be subject to review three [3] years from the date of the signatures.
- 7.4 This MOU can be terminated by either party on giving at least six [6] months’ notice in writing, presented with return receipt, to the other during the Initial Period, without causing harm to ongoing activities.
- 7.5 The terms of this MOU can be amended by mutual agreement in writing of the Parties.
- 7.6 The Parties agree that, save as expressly set out herein, the signing of this MOU does not create any legally binding obligations between the Parties.



7.7 This clause is intended to be legally binding.


7.8 This MOU will be governed by and construed in accordance with the laws of England and Wales.

7.9 The Parties agree that all disputes that cannot be resolved amicably arising out of or in connection with this MOU shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Parties agree that:

- a. The place of arbitration shall be Paris, France;
- b. The language of the arbitration shall be English.

Signed in duplicate in English and in Portuguese, with all the copies being equally authentic, by the authorised signatories on behalf of the Parties:


**For University College London**

  
\_\_\_\_\_  
Professor Andrew Hayward  
Head, Epidemiology and Public Health

Date 13.12.2018


  
\_\_\_\_\_  
Professor Graham Hart  
Dean, Population Health Sciences

Date 17-12-2018

  
\_\_\_\_\_  
Dame Nicola Brewer  
Vice-Provost (International)

Date 20/12/18

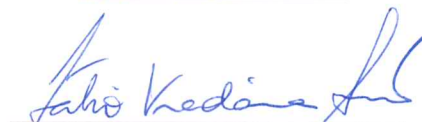
**For the Federal University of São Carlos**

  
\_\_\_\_\_  
Professor Wanda Aparecida Machado  
Hoffmann, Ph.D.  
Rector

Date 25/01/2019

  
\_\_\_\_\_  
Professor Márcia Regina Cominetti, Ph.D.  
Coordinator, Graduate Program on  
Gerontology

Date 25/01/2019

  
\_\_\_\_\_  
Professor Fábio Viadanna Serrão, Ph.D.  
Coordinator, Graduate Program on  
Physiotherapy

Date 25/01/2019