

**DATED** 

January 11<sup>th</sup>, 2018

**UNIVERSITY OF EAST ANGLIA** 

(1)

and

FEDERAL UNIVERSITY OF SÃO CARLOS (2)

MEMORANDUM OF UNDERSTANDING
TO PROMOTE FRIENDSHIP AND
CO-OPERATION

#### THIS MEMORANDUM is made BETWEEN:

- (1) UNIVERSITY OF EAST ANGLIA, Norwich Research Park, Norwich, United Kingdom, NR4 7TJ ("UEA"); and
- (2) FEDERAL UNIVERSITY OF SÃO CARLOS, Rodovia Washington Luís, km 235, São Carlos, state of São Paulo, Brazil ("UFSCar").

#### WHEREAS

## 1 Preamble

- 1.1 This Memorandum of Understanding (MoU) is intended to promote co-operation, discussions and positive academic relations between the UEA and UFSCar to their mutual benefit.
- 1.2 By way of example only, opportunities may be sought for the exchange of students and academic staff, and/or for collaboration on joint research projects or such other activities as mutually agreed from time to time.
- 1.3 This MoU is a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each or any objective is negotiated, approved, executed and delivered by the Parties.
- 1.4 The purpose of this MoU is to enable the UEA and the UFSCar to pursue the objectives as set out below.

The Parties agree as follows:

#### 2 Objectives

- 2.1 The Parties agree to facilitate discussions in good faith in relation to issues that may include any or all of the following:
  - 2.1.1 Promotion of good relations between the Parties and encouragement of activities of mutual interest and benefit;
  - 2.1.2 Visits by staff between the two institutions and/or meetings by staff at remote locations such as conferences;
  - 2.1.3 Exploration of collaborative teaching opportunities including student exchanges and/or joint degree programmes as appropriate;
  - 2.1.4 Collaboration on research projects of mutual interest and exploration of suitable funding opportunities as they arise;
  - 2.1.5 The exchange of information including, but not limited to exchange of library materials and research publications;
  - 2.1.6 The exchange of students and/or members of academic staff as agreed between the Parties and as appropriate to the circumstances of each Party;

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- 2.1.7 Subject to satisfying agreed university admission requirements, the admission of suitably qualified students from either institution to relevant degree programmes at the other university, and;
- 2.1.8 Such additional activities as may be identified and agreed in writing by the Parties.

## 3 Tasks for each Party

## 3.1 Each Party agrees to:

- 3.1.1 Maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to this MoU;
- 3.1.2 Review this MoU on an annual basis, providing the other Party with relevant information and statistics in relation to the Objectives, and;
- 3.1.3 Nominate a senior member of staff to be responsible for overseeing the implementation of this MoU.

#### 4 Costs

4.1 The Parties agree that each shall bear their own costs for any work under this MoU (including travel, accommodation and subsistence costs of their own staff involved in visits associated with this MoU), save and except as agreed in writing between the Parties.

## 5 Confidentiality

5.1 Each Party shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by each Party in connection with this MoU unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other party has previously received the prior written consent of the party for its disclosure.

# 6 The Understanding

- Proposals under this MoU will be submitted through liaison officers designated by each Party to assure conformity with the Objectives. The liaison officer at UEA will be Prof Eneida Mioshi, and for UFSCar shall be the Prof Sofia Cristina lost Pavarini.
- 6.2 The terms and scope of each proposal will be described in individual contracts, which will be prepared subsequent to this MoU and signed by both Parties and exchanged prior to commencement.

#### 7 Commencement and Duration

7.1 This MoU commences on the date of signature by the appropriate officer of both Parties ("Date of Commencement"). Either Party may withdraw from this MoU or cease to pursue the Objectives at any time during the term of this MoU, provided that it presents to the other Party well-founded written forewarning, with a minimum of three (3) months and return receipt, without causing harm to ongoing activities. This MoU shall be in effect for 5 years from the Date of Commencement. This period may be extended by written consent of both Parties.

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# 8 Solution of Controversies

8.1 Questions and controversies arising from the interpretation or the execution of this MoU will be solved by direct entente between the Parties. In case it is not possible, they shall jointly indicate a third party, natural person, to act as arbitrator.

And having, thus, agreed and covenanted, the Parties execute this MoU in duplicate in English and in Portuguese, to one and same effect.

SIGNED BY PROFESSOR PHILIP GILMARTIN	)
For and on behalf of	)
THE UNIVERSITY OF EAST ANGLIA	)
Signature f.M. Gilment	n
Position PRO-VICE-CHANCELLOR INTERI	NATIONAL
Dated 11/1/18	
SIGNED BY PROFESSOR WANDA APARECIDA	MACHADO HOFFMANN )
For and on behalf of	)
FEDERAL UNIVERSITY OF SÃO CARLOS	)
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Signature Wande Profa. Dra. Wanda A. Machado Hoffman	nn
Position RECTOR	
24 NOV 2017	