

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding by and between the Federal University of São Carlos (Brazil) and University of Surrey (United Kingdom) for the promotion of academic and scientific cooperation

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, Professor Wanda Aparecida Machado Hoffmann, Ph.D.; and the University of Surrey, incorporated by Royal Charter whose principal place of business is Stag Hill, Guildford, Surrey, GU2 7XH, United Kingdom, herein represented by its Provost and Executive Vice-President, Professor Michael Kearney; based on the shared understanding that cooperation between the institutions will further research and other academic, scientific and cultural activities, do hereby resolve to execute this Memorandum of Understanding (MoU), which shall be governed by the following terms and conditions:

SECTION 1 – PURPOSE

The Federal University of São Carlos and the University of Surrey agree to promote academic and scientific cooperation between them, in areas of common interest, by means of:

1. Exchange of teaching staff and researchers;
2. Joint development of research projects, such as the project Multi-Objective Evolutionary Methods for Hierarchical and Multi-Label Classification (see Annexes 1 and 2);
3. Co-organization of academic, scientific and cultural events;
4. Interchange of information and of academic publications.

Sole paragraph. Save for Section 7, this MoU is not intended to create legally binding obligations between the Federal University of São Carlos and University of Surrey.

SECTION 2 – IMPLEMENTATION

Any mutual specific form of 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 1, 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 and students taking part in the cooperation programs hereunder 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 projects 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 to each other 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.

SECTION 7 – CONFIDENTIALITY

As part of any dialogue to co-operate between the parties, it may be necessary for the parties to disclose confidential information to each other. The parties agree that clause 6 governs the terms on which the parties disclose and return such confidential information to each other.

Each party shall, at all times during the term of this agreement and for a period of two (2) years thereafter, keep confidential any confidential information (which for the purposes of this clause, shall be information that is disclosed to the other party and marked 'Confidential') received from the other party. Such confidential information will not be disclosed to any person, other than employees who need to know for the purpose of performing their functions, or which is obliged to be disclosed under the Freedom of Information Act or any similar legislation, without the consent of the owner of the confidential information.

Upon termination of this agreement for any reason, the parties shall return all confidential information to the owner.

SECTION 8 – NON-DISCRIMINATION

The parties agree that no person shall, on the grounds of any given protected characteristic of: age, disability, race and ethnicity, gender, gender identity, religion or belief, sexual orientation, marriage and civil partnership, be excluded from participation under the terms of this agreement. Both parties are also committed to eliminating unlawful discrimination within their organisation, advancing equality of opportunity and fostering good relations between those from different protected groups.

SECTION 9 – 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 renewed, upon the written assent of both institutions, and such renewal shall take the form of a new MoU.

SECTION 10 – 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 11 – COORDINATION

As coordinators for this MoU the following are appointed: on behalf of the Federal University of São Carlos, Ricardo Cerri, Ph.D., Professor of its Department of Computation; and on behalf of the University of Surrey, Yaochu Jin, Ph.D., Professor of Computational Intelligence.

SECTION 12 – 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 13 – 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, Brazil



Professor Wanda Aparecido Machado
Hoffmann, Ph.D.
Rector
Federal University of São Carlos

Date: 02 MAR 2017



Guildford, UK



Professor Michael Kearney, Ph.D.
Provost and Executive Vice-President
University of Surrey

Date: 12/5/17

ANNEX 1 – Display format of specific cooperation to be jointly implemented

Cooperation nature/title	Multi-objective Evolutionary Methods for Hierarchical and Multi-label Classification
Direct responsible – Federal University of São Carlos	Prof. Ricardo Cerri, Ph.D.
Direct responsible – University of Surrey	Prof. Yaochu Jin, Ph.D.
 Signature for and on behalf of the Federal University of São Carlos	Name: Prof. Wanda Aparecida Machado Hoffmann, Ph.D. Title: Rector Date: 02 MAR 2017
 Signature for and on behalf of University of Surrey	Name: Professor Michael Kearney, Ph.D. Title: Provost and Executive Vice-President Date: 12/5/17

ANNEX 2 – Project to be jointly developed

See enclosed project.