

MEMORANDUM OF UNDERSTANDING BETWEEN THE FOUNDATION UNIVERSIDADE ESTADUAL DO CEARÁ (BRAZIL) AND THE UNIVERSITY OF DUNDEE (SCOTLAND)

The **Foundation Universidade Estadual do Ceará - FUNECE/UECE**, a public higher education institution, registered with the CNPJ under No. 07.885.809/0001-97 and Creation Law No. 9.753, of October 18, 1973, headquartered at Avenida Doutor Silas Munguba, nº 1700, Campus do Itaperi, CEP: 60714-903, Fortaleza, Ceará, Brazil, represented by its President/Dean Me. **Hidelbrando dos Santos Soares**, Brazilian, married, RG nº 2021192262-0, CPF nº 500.823.453-68, named, as published in the Official State Gazette – DOE, of January 13, 2021, and the **University of Dundee** established by Royal Charter dated 20 July 1967 and a registered Scottish charity (charity number SC015096) a public higher education institution and having its principal office at 149 Nethergate, Dundee DD1 4HN, represented by **Martin Wilkie**, Head of Contracts, Research & Innovation Services hereinafter referred to as "Parties", agree as follows:

Clause One

Objective

- 1.1 This Memorandum of Understanding (“MoU”) is to record the terms and conditions on, and subject to which, the Parties wish to discuss an international cooperation relationship, with a view to developing academic and cultural collaborations in teaching and research between the Parties. The cooperation area includes, under mutual consent and existence of appropriate conditions, the carrying out of collaborative research programs offered and/or proposed by either Party as desirable, executable, and that will contribute to the promotion and development of cooperative relations between the convenient Parties.
- 1.2 This MoU is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussion.

Clause Two

Methods

- 2.1 The Parties shall initiate discussions between them and explore areas of co-operation for their mutual benefit in relation to the following activities and/or programs:

- 2.1.1 In-person and/or virtual exchange of teaching staff, researchers, members of research groups for research, lectures and discussions (which may require honorary appointments);
 - 2.1.2 Face-to-face and virtual exchange of students for study and research;
 - 2.1.3 Preparation of teaching and research activities in face-to-face and virtual formats;
 - 2.1.4 Organization of academic and artistic events such as: conferences, symposia, seminars, among others;
 - 2.1.5 Organization of representative academic and/or work missions;
 - 2.1.6 Conducting training, at the undergraduate and graduate levels, in courses offered by both institutions;
 - 2.1.7 Exchange of academic information and materials;
 - 2.1.8 Joint publication of research reports, articles, books etc.
 - 2.1.9 Other academic cooperation and activities deemed mutually appropriate.
- 2.2 The above activities and/or programs must, before the beginning of their execution, be organized and detailed in a separate agreement signed between the Parties which will specify: the characteristics; the goals; the key personnel; the work plan and the schedule for completion. Any subsequent agreements in relation to the above activities and/or programs will be subject to the availability of subsidy and/or funding as mutually agreed between the Parties for each specific case.

Clause Three

Agreement Execution Policy

- 3.1 The contents of this MoU shall not constitute either Party as an agent, server or employee, each Party being fully and solely responsible for its own actions and for the obligations generated by this agreement. Thus, there will be no employment relationship between the Parties.
- 3.2 The activities discussed and developed under this MoU will be supervised and coordinated by those responsible for the international area of each institution, or by those officially designated to represent them.

- 3.3** Each Party shall be responsible for ensuring compliance of its participation in programs or activities with the laws and regulations, including insurance, requirements and necessary arrangements, of the respective countries. Each Party agrees to provide the other with such access and co-operation (including the delivery of documentation) as required by a Party in order to carry out such due diligence to its satisfaction in relation to activities discussed under this MoU.
- 3.4** This Agreement is subject to the legislation pertinent to the matter, especially in compliance with Brazilian law No. 14.133/2021, where applicable.
- 3.5** The existence of this MoU does not imply a guarantee of financial support on behalf of either Party. Each Party will pay its own costs relating to the negotiation, preparation, execution and implementation of any further agreements between the Parties.

Clause Four

Intellectual Property

- 4.1** The Parties agree to respect each other's rights to intellectual property and any confidential information designated as such at the time of disclosure. Except as expressly provided, nothing in this MoU nor the subsequent disclosure of confidential information pursuant to this MoU shall be construed as granting or confirming any rights, licence or relationship between the Parties.

Clause Five

Term and Termination

- 5.1** This MoU will be valid for up to 05 (five) years from the date of the last signature. Any addition and/or modification requires written approval from both Parties. Unless indicated by the agreeing Parties and clause one (Object), which cannot be modified after signatures.
- 5.2** After the initial period of five years, a new MoU may be signed in writing and under mutual consent, upon delivery of an activity report.
- 5.3** The Parties reserve the right to cancel this MoU, by means of written communication, at least 90 (ninety) days in advance. Notwithstanding the foregoing, a Party may at any

time terminate this MoU in cases of legal infringement or non-compliance with any of the obligations established in this MoU and the breaching Party continues to be so after being notified of such breach.

- 5.4 In the event of complaint, it must be made by written communication, with notices sent to:

In the case of the University of Dundee:

Director of Research and Innovation Services,

Research and Innovation Services, University of Dundee, Tower Building, 149 Nethergate, Dundee, DD1 4HN, email: RIS-Notices@dundee.ac.uk

In the case of the Foundation Universidade Estadual do Ceará:

International Cooperation Office – ECInt

Universidade Estadual do Ceará, Avenida Dr. Silas Munguba, nº 1700. Campus do Itaperi. Fortaleza, Ceará – Brasil. CEP: 60714-903, email: ecint@uece.br

Clause Six

Publication of the Agreement

- 6.1 Subject to applicable law, the Parties will consult with each other before issuing any press releases or otherwise making any public statements or filings (be it with governmental or regulatory bodies or otherwise) with respect to this MoU. Any press releases, public statements or filings with governmental or regulatory bodies shall be subject to prior consultation with the other Party and the Party proposing the aforementioned statements shall modify any portion thereof if the other Party reasonably objects thereto.

Clause Seven

Other Provisions

- 7.1 Signing this MoU does not prevent the Parties from entering into other similar agreements with other institutions, subject to the restrictions that may be made on the use of goods and the disclosure of proprietary information, (including but not limited to intellectual property) and the any limitations imposed by copyright.

- 7.2 This MoU is not exhaustive and is not intended to be legally binding between the Parties, except as for the following provisions which are legally binding: clauses 3, 4, 5, 6, 7.
- 7.3 This MoU and its terms shall be governed by and construed in accordance with the laws of England and Brazil.
- 7.4 Once the interests are agreed, this MoU is signed by the parties in 04 (four) originals, 02 (two) written in Portuguese and 02 (two) written in the language English. In the event of any conflict between the MoU written in English and in Portuguese, the English version will take prevail.
- 7.5 The parties shall exercise this MoU in accordance with all applicable laws, regulations and statutes, including those relating to modern slavery, data protection and anti-bribery.

Fortaleza, ____/____/____ and

Dundee, ____/____/____.

Foundation Universidade Estadual do Ceará
- FUNECE/UECE


Hidelbrando dos Santos Soares
President/Dean

The University of Dundee

**Martin
Wilkie Head
of Contracts
The
University of
Dundee** Digitally signed
by Martin Wilkie
Head of
Contracts The
University of
Dundee
Date: 2023.12.14
18:27:37 Z

Martin Wilkie
Head of Contracts

Witnesses:

Documento assinado digitalmente
 **KADMA MARQUES RODRIGUES**
Data: 13/05/2024 11:55:04-0300
Verifique em <https://validar.iti.gov.br>

Kadma Marques Rodrigues
Coordinator
International Cooperation Office - ECInt

ROBERTA NUNES
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Roberta Nunes
Head of the Legal Department of
FUNECE/UECE