



# Memorandum of Understanding

THE UNIVERSITY OF QUEENSLAND, through the Faculty of Humanities and Social Sciences, represented by its Executive Dean, Professor Tim Dunne, having its address at the Forgan Smith Building, The University of Queensland, St Lucia campus, Brisbane, QLD 4072, Australia and FUNDAÇÃO UNIVERSIDADE DO ESTADO DE SANTA CATARINA - UDESC, represented by its President, Professor Marcus Tomasi, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil, wish to enter into a Memorandum of Understanding ('MOU') to promote the development of specific activities or projects between the parties.

## Purpose

Through this MOU, the Parties will explore opportunities including the feasibility of promoting collaborative research, joint projects, trainings and academic exchanges.

## 2. Areas of Cooperation

Subject to clause 4, the Parties seek to co-operate in the following areas:

- Collaborative research and publication;
- Collaborative funding applications through CAPES, Brazil;
- Visits between institutions by academic staff;
- Sharing of institutional reports, data and academic materials; and
- Joint organisation of meetings, workshops, seminars or other academic meetings.

By engaging in co-operative activities, the parties aim to enhance their relationship to the mutual satisfaction of The University of Queensland (UQ) and Santa Catarina State University (UDESC), Brazil.

## 3. Facilitation

This MOU will be overseen by designated representatives of the two (2) parties.

For UQ, the designated person is Professor Margaret Barrett, Head of School, School of Music, Faculty of Humanities and Social Sciences, The University of Queensland.

For Santa Catarina State University, the designated person is Professor Teresa Mateiro, Director of Undergraduate Studies, Music Department, Centro de Artes (CEART), Brazil.

## 4. Specific Agreements

Subject to any applicable laws, policies and procedures, any specific activities, projects, relevant funding and other matters relating to the implementation of any of the areas of cooperation in this MOU shall be negotiated and executed under separate binding agreement(s).

The parties acknowledge that they may be required to obtain relevant approvals and/or prepare appropriate documentation including business plans and risk analysis prior to the entry into any specific agreement.

All activities that require allocation of financial resources by the universities will be subject to additional agreement and financial availability.

#### 5. Conflict of Interest

The Parties agree that, as at the date of signing this MOU, to the best of their knowledge, no conflict of interest exists or is likely to arise in relation to the intention of the Parties to cooperate under this Letter. If during the term of this Letter, a conflict or potential conflict of interest arises for one of the Parties, then that party will immediately notify the other Party in writing of that conflict or potential conflict of interest.

## 6. Intellectual Property

Each Party agrees to maintain the confidentiality of information disclosed to them 'in confidence' by the other Party or any other person cooperating within the spirit of this MOU. Each Party retains the exclusive rights to the use of its intellectual property, unless otherwise assigned or licensed in writing to the other Party or any other person co-operating within the spirit of this MOU.

## 7. Compliance with laws

The Parties agree to comply with all relevant laws (both local and foreign) in pursuit of the activities outlined above, including anti-corruption and export control laws.

### 8. Legal Effect

The parties agree to be legally bound by clauses 5-7 of this MOU.

#### 9. Term

This MOU is effective for three years from the date of signing. It may be terminated by either party by six months' written notice to the other Party.

Signed for and on behalf of:

FOR SANTA CATARINA STATE UNIVERSITY (UDESC)

Professor Marcus Tomasi

Date: 42/06/16

FOR
FACULTY OF HUMANITIES AND SOCIAL
SCIENCES – UO

Professor Tim Dunne Executive Dean

Date: 6/6/16