



Instituto Nacional de
Tecnología Agropecuaria

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDADE DO ESTADO DE SANTA CATARINA (UDESC)
AND
THE ARGENTINIAN INSTITUTO NACIONAL DE TECNOLOGIA
AGROPECUARIA (INTA)**

Between the UNIVERSIDADE DO ESTADO DE SANTA CATARINA (hereinafter UDESC), herein represented by Mr. Dilmar Baretta, Chancellor, legal address at Av. Madre Benvenuta, 2007, Florianópolis-SC, party to the first part, and the Argentinian Instituto Nacional de Tecnología Agropecuaria (hereinafter the INTA), herein represented by Dra. Susana MIRASSOU, President of the INTA Board of Directors, with legal domicile at Rivadavia 1439 (1033) Buenos Aires, ARGENTINA, party to the second part intend to establish cooperative relationships so as to promote and develop academic and cultural exchange between such two institutions through mutual assistance in the areas of education, research, development and transfer of technology, and personnel training pursuant to the following terms and conditions:

PURPOSE OF THE AGREEMENT

FIRST: Subject to the available funds and the approval of the Boards of Directors of both parties, the assistance shall be provided through the following activities or programs:

1. Exchange of technical staff, teachers, researchers and students.
2. Joint research activities.
3. Participation in seminars, conferences and scientific and technical meetings.
4. Exchange of teaching materials, research papers and any other information.

5. Short-term special research programs / projects or training activities.
6. Joint use of equipment and instruments owned or to be acquired by either of the parties, if necessary, as provided for in the Specific Agreements set forth within the framework of this Memorandum of Understanding.
7. Any other activities of interest for the parties and which are consistent with the parties' objectives.

COORDINATION COMMITTEE

SECOND: Within a term of no more than 30 business days, as of the execution date hereof, a Coordination Committee shall be set up, consisting of an incumbent and an alternate member of each party. This Committee shall be in charge of planning, tracking and evaluating the acts resulting from this Memorandum of Understanding. Such Committee shall hold meetings, face to face or online, at least once a year, upon request of any of the parties, and its reports and proposals shall be submitted to the executive levels of both parties.

THIRD: Default of any obligation by the INTA's and UDESC's personnel bound to perform this Memorandum shall result in the submission of the related records, following notification to the Coordination Committee, to the relevant party so as to take any necessary step pursuant to the applicable regulations.

PERFORMANCE

FOURTH: The personnel bound by the obligations hereof shall remain subject to the rules and regulations of the employing institution as far as employment, medical and life insurance, occupational accidents and other employee's benefits and rights are concerned.

FIFTH: Each specific cooperation program or project between the parties shall require a Specific Agreement containing the following:

- Objectives of the Program or Project.
- Description of the program activities, including an outline of the different phases and the relevant schedule.
- Statement of the total approved budget and, if required, the corresponding budget allotment.
- Description of the people involved.

- In case of joint research activities, the conditions for the publication of results, as well as the specific aspects related to the applicable copyright, official secrecy, among others, shall be stated.
- Any other aspects of interest for both parties.

SIXTH: This Memorandum does not exclude any such agreements that with the same purpose may be entered into by and between the INTA or UDESC and other public or private entities, either domestic or foreign. In this case, either party shall notify the other in advance, so as to coordinate any possible joint assignments.

SEVENTH: The INTA or UDESC shall, either jointly or indistinctly, take any necessary precautions so as to avoid any kind of interference whatsoever that may affect the regular performance of the activities resulting from the obligations incurred herein and any other activities specifically related to such performance.

EIGHTH: In every circumstance or event related hereto, the parties shall keep the individuality and independence of their relevant technical and administrative structures and, consequently, shall assume the following responsibilities:

ANNUAL WORK PLAN

NINTH: The terms of mutual assistance as well as the requirements for each program or activity to be carried out hereunder shall be analyzed and evaluated jointly and in writing prior to the commencement by both parties and shall become part of an Annual Work Plan.

FUNDING

TENTH: The implementation of planned and approved activities will be subject to budget availability of both institutions and / or acquisition of funds from third parties. It is hereby suggested that the Entities employing the participants should bear and pay for transport expenses to the recipient Institution and per diem and accommodation expenses as well.

REPORTS, PUBLICATIONS AND PROPERTY RIGHTS OF RESULTS

ELEVENTH: Each party hereby agrees not to disclose, under any circumstances, the scientific or technical information resulting from the projects and/or activities to be

developed, and shall keep any such information in strict confidentiality. Where either party intends to use the partial or final results, either in part or in whole, for publishing or communication purposes, such party shall request the other party's consent, and shall, in every case, acknowledge the authors of the work. Should the results obtained from the agreement give rise to property rights, the parties shall become holders thereof on a pro rata to be duly agreed, but in any case, special reference to this Memorandum shall be made.

TWELFTH: Both Institutions hereby agree on a mutual free-of-charge exchange of the publications through their own Libraries.

CHATTELS AND REAL ESTATE

THIRTEENTH: Chattels or real estate pertaining to the INTA and UDESC allocated to the execution of this Agreement and used for the development of the work plans and projects, or any such other that may be added and/or used in the future, shall remain the property of the party it belongs to, or which has provided the funds for its acquisition, unless otherwise stated.

FOURTEENTH: Inventory items loaned by one party to the other shall be returned in good operating conditions to the delivering party once the purpose of any such delivery has been fulfilled, except for the usual wear and tear and lapse of time. To any effect, the party shall be considered the legal bailee of the loaned elements.

LEGAL DISPUTES

FIFTEENTH Should any controversy arise between UDESC and the INTA, which may lead to legal actions, both parties shall make reasonable efforts to settle any such controversy by friendly negotiations. Where any such controversy is not friendly settled, the undersigned shall submit to the arbitral award issued by an independent arbitrator to be appointed by mutual consent of both parties.

TERM

SIXTEENTH: This Memorandum shall have a term of 5 (five) years from the date of the last signature, and it shall be renewed for the same period with the consent of the parties, and may be terminated by either party, provided that, it notifies the another (in writing) for consideration, with an advance of no less than 60 days before the desired

date of rescission. This agreement may be amended through letters exchanged between both institutions. Once approved by both institutions, such amendments shall be made part hereof.

In witness whereof, four (4) counterparts, two (2) in English language and two (2) in Spanish language, each of which shall be deemed an original, are signed in the place and date indicated below.



Mr. Dilmar Baretta
Title: Rector
Institution: Universidade do Santa Catarina

Dra. Susana Beatriz Mirassou
Title: President
Institution: Instituto Nacional de
Tecnología Agropecuaria

Place:
Date:

Place:
Date: