

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Collaboration and Understanding (the “Memorandum”), dated as of the date of the last signature of the Parties (the “Effective Date”), made by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida, located in Gainesville, Florida, United States of America, and Universidade do Estado de Santa Catarina, represented by its rector Professor Dilmar Baretta, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil, collectively referred to herein as the “Parties”.

WHEREAS, the Parties desire to promote the enrichment of their teaching, learning, research and discovery missions;

WHEREAS, the Parties desire to strengthen and expand the mutual contacts between the Parties; and

WHEREAS, the Parties desire to provide for a variety of collaborative opportunities for employees of the Parties on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. SCOPE.** The scope of collaborative activities to be pursued through this Memorandum may include the following:

- The promotion of exchange of faculty members and researchers from both institutions;
- Facilitation of the acceptance of faculty members and researchers from both Institutions who are preparing for their doctoral thesis;
- Advising and Co-Advising of PhD students.
- Promotion of collaborative research and collaborative publication of research results by faculty members and researchers from both institutions;
- Promotion of the exchange of students from both institutions;
- Promotion of the exchange of reference data, publications, and academic information and literature.

**2. TERM.** This Memorandum begins on the Effective Date and continues for a period of three (3) years thereafter. The Parties may extend the term by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, either Party may terminate this

Memorandum for convenience by giving at least thirty (30) days' advance written notice to the other Party.

**3. CONFIDENTIAL INFORMATION.** Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this Memorandum.

**4. INTELLECTUAL PROPERTY.** Rights in intellectual property, publication and data will not be addressed under this Memorandum. The Parties agree to enter into separate agreements, as further described in Article 8.8 herein, should any work be contemplated that shares existing intellectual property or contemplates development of new intellectual property.

**5. PUBLICITY AND NEWS RELEASE.**

5.1. No publicity or advertisement regarding the objective or otherwise relating to this Memorandum shall be made without the prior written approval of an authorized representative of each of the Parties. However, nothing herein prevents either Party from disclosing the existence of this Memorandum, the general nature of the work, or the identity of the Parties.

5.2. Neither Party shall use the other's name, crest, logo, trademark or registered image, or the name of any of its faculty, staff or students for any purpose without the express written permission of that Party.

**6. REPRESENTATIONS.** Each Party represents and warrants, as of the date hereof, and for the term of this Memorandum that:

6.1. it has all necessary power and authority to execute, deliver and perform its obligations under this Memorandum;

6.2. the execution, delivery and performance by it of this Memorandum has been authorized by all necessary action on its part;

6.3. it has obtained all licenses, authorizations, approvals, consents or permits required by applicable law to conduct its business generally and to perform its obligations under this Memorandum;

6.4. it shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Memorandum. The disclosing party shall notify the receiving party before providing the receiving party with any export controlled information or materials; and

6.5. it agrees to perform its obligations under this Memorandum in compliance with applicable

laws, rules, regulations, accreditation standards, policies and procedures.

7. **ANTI-BRIBERY.** Each Party (including, if and as applicable, its members, trustees, directors, officers and employees) agrees that it will comply with all applicable U.S. and non-U.S. law anti-bribery measures, such as the Foreign Corrupt Practices Act (15 U.S.C. Sections 78 dd-1, et seq.). Neither Party will directly or indirectly offer, give, promise to give or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.

8. **GENERAL PROVISIONS.**

8.1. This Memorandum shall not constitute, create, or in any way be interpreted as a joint venture, partnership, agency relationship or formal business organization of any kind. The Parties hereto shall be deemed to be independent contractors and the employees of one Party shall not be deemed to be employees of the other.

8.2. This Memorandum and all disputes shall be governed, by the laws of the State of Florida, without regard to its conflict of laws principles.

8.3. Notices with respect to this Memorandum shall be provided to the Parties listed below:


University of Florida:  Administrative:  Division of Sponsored Programs University of Florida 207 Grinter Hall Gainesville, FL 32611-5500 (352) 392-9267 <a href="mailto:dspcontracts@research.ufl.edu">dspcontracts@research.ufl.edu</a>  Technical Matters:  Alexandre Gomes De Siqueira P.O. Box 116120 Gainesville, FL 32611-6120 (352) 392-0466 <a href="mailto:agomesdesiqueira@ufl.edu">agomesdesiqueira@ufl.edu</a>	Universidade do Estado de Santa Catarina:  Administrative:  Secretaria de Cooperação Internacional UDESC Av. Madre Benvenuta, 2007 Itacorubi, Florianópolis / SC CEP: 88.035-901 <a href="mailto:scii.reitoria@udesc.br">scii.reitoria@udesc.br</a>  Technical Matters:  Prof. Flávio Anthero N. V. dos Santos Universidade do Estado de Santa Catarina Departamento de Design <a href="mailto:flavio.santos@udesc.br">flavio.santos@udesc.br</a>
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8.4. Each Party will bear its own costs and expenses, including travel expenses, incurred by it as a result of its obligations and efforts under this Memorandum. Should either party decide to

cover expenses, including travel, of the other party in connection with this agreement, the Parties agree to enter into separate agreements, as further described in Article 8.8 herein.

- 8.5. Each Party will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this Memorandum. Notwithstanding anything herein to the contrary, nothing in this Memorandum constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.
- 8.6. This Memorandum may not be amended except by a written document signed by duly authorized representatives of each of the Parties.
- 8.7. This Memorandum may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
- 8.8. Each distinct collaboration, program or activity will be memorialized in a separate agreement signed by authorized signatories of each Party. Such agreements will specify the names of those individuals at each entity responsible for the implementation of the program and set forth all terms and conditions associated with the program.
- 8.9. The English language version of this Memorandum shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English.

The Parties have caused their duly authorized officials to execute and deliver this Memorandum as of the Effective Date.

<p><b>University of Florida Board of Trustees</b></p> <p>Digitally signed by Elizabeth Keeter Date: 2023.07.17 13:54:21 -04'00'</p> <p><b>By:</b> </p> <p><b>Name:</b> Elizabeth Keeter <b>Title:</b> Assistant Director, Sponsored Programs</p>	<p><b>Universidade do Estado de Santa Catarina</b></p> <p>DILMAR BARETTA:824161</p> <p>Assinado de forma digital por DILMAR BARETTA:82416176900 Dados: 2023.07.11 19:08:39 -03'00'</p> <p><b>By:</b> 76900</p> <p><b>Name:</b> Dilmar Baretta <b>Title:</b> Rector</p>
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**Acknowledgment by University of Florida Technical Representative:**

Should FUNDAÇÃO UNIVERSIDADE DO ESTADO DE SANTA CATARINA - UDESC wish to reimburse or directly pay for travel and related expenses necessary under this Memorandum, I shall only accept reimbursement for actual travel expenses in accordance with the University of Florida travel policy including reimbursement for only actual costs, request travel authorization, report time spent in travel appropriately on University effort reports, report appropriately if the travel meets thresholds in the University’s Conflict of Interest policy, and report appropriately if the travel meets requirements of the Public Health Service Conflict of Interest thresholds.

By: Alexandre Gomes De Siqueira  
Alexandre Gomes De Siqueira  
UF Technical Representative  
Date