

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF TWENTE, FACULTY OF GEO-INFORMATION SCIENCE AND
EARTH OBSERVATION

AND

FUNDAÇÃO UNIVERSIDADE DO ESTADO DE SANTA CATARINA - UDESC

With the objective of strengthening their mutual cooperation as well as striving for the promotion of mutual exchanges and other collaborative research projects, **THE UNIVERSITY OF TWENTE, FACULTY OF GEO-INFORMATION SCIENCE AND EARTH OBSERVATION** ("ITC") represented by Prof. Dr. F.D. van der Meer, Dean ITC, having its address at Drienerlolaan 5, 7522 NB Enschede, the Netherlands and **FUNDAÇÃO UNIVERSIDADE DO ESTADO DE SANTA CATARINA - UDESC**, represented by its Rector, Prof. Dr. Dilmar Baretta, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil, have concluded the following agreement:

Article 1: Fields of Cooperation

Cooperation between the two universities will be undertaken from the perspective of promoting academic and cultural ties. That cooperation will include educational and research activities in all fields and disciplines offered at the two institutions.

Article 2: Forms of Cooperation

1. Both universities agree that their cooperation might include, but not be limited to, the following goals:
 - (i) The promotion of exchange of faculty members and/or researchers from both institutions;
 - (ii) Facilitation of the acceptance of faculty members and researches from both institutions who are preparing for their doctoral thesis;
 - (iii) Promotion of collaborative research and collaborative publication of research results by faculty members and researches from both institutions;
 - (iv) Promotion of the exchange of students from both institutions;
 - (v) Promotion of the exchange of reference data, publications, and academic information and literature.

- (vi) Facilitation of the mutual exchange of administrative and secretarial personnel attached to the academic departments and colleges, research laboratories and centres, libraries, and assorted administrative bodies of each institution.
 - (vii) Co-supervision of MSc or PhD students.
 - (viii) Partnership in research projects.
2. Except for those provisions set forth explicitly in this document, any conditions related to implementing the activities referred to in this Agreement will be negotiated by both institutions and the concerned parties and agreed to in a subsequent written document in advance of commencing the activities. This Agreement does not create any legal relationship or financial obligation between the parties but is designed to facilitate and develop a genuine and mutually beneficial process for collaboration.

Article 3: Exchange of Faculty Members and Researchers

1. Both universities will endeavour to facilitate visits by faculty members and researchers from the other. Visiting faculty members and researchers will comply with administrative procedures required and the regulations of the host university as well.
2. Both universities may provide economic support for visiting faculty members or researchers from the other institution, but are not required to do so.
3. Both universities will provide assistance to visiting faculty members and researchers from the other university in securing living accommodations, but are not required to provide such accommodations.
4. Both universities will accord to visiting faculty members and researchers from the other institution the use of research space, libraries and other facilities, opportunities to audit lectures free of charge, and to the extent possible other common courtesies generally granted to visiting scholars.

Article 4: Student Exchanges

1. Both universities will exchange undergraduate and postgraduate students.
2. Each institution shall be responsible for the selection of students participating in the exchange, subject to final approval by the host institution. The participating students from both institutions shall pay enrollment fee to their home institution and then study at the other institution without further charges for tuition fees.
3. Each institution shall help to arrange local accommodation for visiting students; provided, however, that cost of said local accommodation shall be the responsibility of and borne by the visiting students. Each participating student or his/her institution shall be solely responsible for travel arrangements and the costs thereof. The additional charges, as passport, visas, telephone services, books and any other kind of personal taxes will also be responsibility of each student.

4. Each University can help its students by providing specific scholarships, and each institution will require participating students to maintain their own health insurance to provide coverage while participating in a student exchange and all students shall be required to provide evidence of such insurance to the host institution.
5. The student will comply with administrative procedures required and the regulations of the host university as well.

Article 5: Export Control Compliance

Each Party's respective performance under this Agreement will be subject to it complying with its own government's applicable laws, rules, regulations, stipulations, by-laws, acts, decrees, adjudications, ordinances, and the like (collectively "Export Control Laws"). The Parties acknowledge that these Export Control Laws may impose on the Parties, as the case may be, restrictions on import, export and transfer to third countries and persons thereof of certain categories of data, goods and information.

No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement or any subsequent agreement due to a restriction resulting from Export Control Laws and/or any delay of the granting or extension of the import or export license or any other governmental authorisation.

Article 6: Intellectual Property

All plans, drawings, specifications, designs, reports, other documents/maps (collectively referred to as "Materials"), and all intellectual property rights in Materials and work produced by either Party under this Agreement will belong to the producing Party or that Party that produced those Materials.

Where both parties jointly produced certain Materials and where their share cannot be ascertained, such Materials shall be co-owned by the parties. Dissemination of Materials for use in publication, websites, and conferences will be subject to the permission of the Party that produced it. In addition, both Parties agree that in the event of an actual research collaboration a further agreement shall be negotiated in each case in accordance with the Parties' policies on intellectual property.

Article 7: Liability

In respect of any information or materials supplied by a Party to the other Party under this Agreement, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Party granting access rights shall be liable in case of infringement of proprietary rights of a third party resulting from the other Party exercising its access rights.

Neither Party is liable towards the other Party for any indirect damage, which shall include, but is not limited to, loss of profit, loss of revenue or loss of contracts.

The limitations of liability included in these terms do not apply, if the damages are to be blamed on a willful act or gross negligence.

Article 8: Agreement Administrators

Ultimate responsibility for this agreement lies with the authorized representative of each institution, but administrative responsibility for its administration will be delegated to the following officers at each institution.

- (i) For University of Twente, ITC Faculty: Rank: Project Officer PGM
- (ii) For Santa Catarina State University: Dean of Interinstitutional and International Affairs.

Article 9: Validity of the Agreement

- 1. This Agreement will come into force on the date of the last signature of this Agreement and will remain in effect for a period of 5 (five) years after which it may be renewed after mutual consent.
- 2. Either party may terminate this Agreement by officially notifying the other party of its intent to do so in writing by registered post six (6) months in advance.
- 3. The provisions of this Agreement may be amended at any time by the mutual consent in writing of both universities.

09.04 2024

..... 2024

SIGNED by for and on behalf of
UNIVERSITY OF TWENTE – ITC
Faculty

SIGNED by for and on behalf of
**UNIVERSIDADE DO ESTADO DE
SANTA CATARINA**



Documento assinado digitalmente
DILMAR BARETTA
Data: 01/04/2024 16:49:21-0300
Verifique em <https://validar.iti.gov.br>

.....
Prof. Dr. F.D. van der Meer
Dean ITC

.....
Prof. Dr. Dilmar Baretta
Reitor UDESC