



university of
 groningen



UDESC
UNIVERSIDADE
DO ESTADO DE
SANTA CATARINA

**MEMORANDUM OF UNDERSTANDING
ON ACADEMIC COOPERATION
BETWEEN
THE UNIVERSITY OF GRONINGEN, THE NETHERLANDS
AND
THE STATE UNIVERSITY OF SANTA CATARINA, BRAZIL**

The University of Groningen (Rijksuniversiteit Groningen), Broerstraat 5, 9712 CP Groningen, the Netherlands, represented by its President, Prof. Jouke de Vries,
and
the State University of Santa Catarina (UDESC), represented by its rector Dr. Dilmar Baretta, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil, hereby agree to this Memorandum of Understanding on scientific and educational cooperation.

This MoU is to provide for, but is not limited to, the exchange of staff, scholars, students and/or academic information and materials in the belief that the research and educational processes at both universities would be enhanced and that mutual understanding between their respective staff, scholars and students would be increased by the establishment of such exchange programmes.

Article 1

The universities agree to promote the following exchange programmes, based on their respective academic and educational needs:

1. Exchange of scholars and staff.
2. Exchange of undergraduate and graduate students.
3. Exchange of academic information and materials.
4. Joint research activities and publications.
5. Participation in conferences and academic meetings.
6. Other academic exchanges that both universities agree to.

Article 2

The implementation of each exchange programme or joint project based on this MoU as mentioned in article 1 shall be separately negotiated and agreed upon in writing by both universities.

Article 3

Any exchange programme or joint project entered into, as mentioned in article 1, will form an appendix to this MoU. Both institutions acknowledge that any binding terms and conditions regarding their collaboration or cooperation, including but not limited to specific financial, administrative, scientific, intellectual property, and legal terms, will be set forth in such separate

written agreements, to be executed by authorized representatives of both institutions. Nothing in this Memorandum establishes an exclusive relationship between the institutions.

Article 4

Both universities shall designate a programme officer to develop and co-ordinate the specific programmes and projects that will be agreed upon.

Article 5

This Agreement does not bind either institution to any current or future financial commitment. Each institution will bear its own costs associated with preparation of this Agreement. Each institution further acknowledges that activities under this Agreement will be subject to all required approvals, accreditations, consents, licenses, or permits, as well as internal approvals, as necessary to proceed with the activity.

Article 6

No person should be excluded from activities under this Agreement on the basis of race, colour, gender, age, religion, disability, sexual orientation, gender identity, or gender expression.

Article 7

Except in promoting the collaborative activities described above, neither institution may use the other's name or logo in any press release, website, product advertising, or for any other promotional or publicity purpose, without written permission from the other. In addition, written permission must be obtained to use the other's trademarks for any purpose.

Article 8

The institutions will comply with all applicable local and national laws and regulations with respect to activity under this Agreement, including law related to anti-bribery, economic sanctions, export control, anti-boycott, privacy and data protection, higher education, and accreditation standards or procedures.

The institutions will comply with EU General Data Protection Regulation applicable since 25 May 2018 and other applicable legislation and regulations concerning the processing of Personal Information. Parties will determine in good faith how they will apply these laws and the data processing principles cooperating within UDESC and UG.

Article 9

Activities carried out under this Agreement will be done without the disclosure of either institution's confidential or proprietary information to the other institution or to third parties. Should it become necessary for the institutions to disclose to each other confidential or proprietary information, the providing institution will notify the receiving institution in advance and in writing, and the institutions will agree on reasonable terms for the protection of such information. All confidential information will be clearly marked as such, or promptly disclosed as such, in writing.

Article 10

This Agreement does not establish a legal partnership, joint venture, employment relationship, or relationship of agency between the institutions. Neither institution may act as an agent on behalf of the other institution on any matter, including in matters with the other institution's national

government.

Article 11

In the event that a translation of this Agreement is prepared or signed by the institutions, the English language version will govern in the event of a conflict between the English language version and the translation.

Article 12

No amendment to this Agreement will be valid unless signed by authorized representatives of each institution.

Article 13

For any dispute or claim arising out of or in connection with it or its subject matter or formation, both Institutions agree to refrain from unilateral action and to first consult and negotiate mutually acceptable decisions/resolutions. If the Institutions are for any reason unable to resolve the dispute, the dispute shall be referred to the Rector Magnificus of UDESC and UG.

Article 14

If the Rector Magnificus of UDESC and UG are for any reason unable to resolve the dispute within 30 calendar days of it being referred to them, the Institutions will attempt to settle it by mediation through a certified mediator.

Article 15

In the event that a resolution cannot be reached, the Institutions agree that any claim or dispute shall be governed by the laws of the courts where the breach occurred.

Article 16

This MoU shall become effective from the moment it has been signed and dated by both parties and remain valid for a period of five years. It is also understood that either institution may terminate the agreement at any time, giving the other not less than 6 months' notice of its wish to terminate, in order to avoid any possible inconvenience to the other institution.

Signatures

For the University of Groningen,
the Netherlands,



Prof. Jouke de Vries,
President of the University

For the State University of Santa Catarina
Brazil

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Prof. Dilmar Baretta
Rector

