MEMORANDUM OF UNDERSTANDING

ACADEMIC COOPERATION TERM
BETWEEN THE UNIVERSIDADE
FEDERAL DE VIÇOSA AND THE
UNIVERSITY OF MESSINA

THE UNIVERSIDADE FEDERAL DE VIÇOSA – UFV, Educational Foundation instituted by the Federal Government, CNPJ n° 25.944.455/0001-96, with headquarters in the P. H. Rolfs Av., University Campus, CEP 36570-900 in Viçosa – MG, Brazil, this act represented by its Magnificent Rector, Prof. Demetrius David da Silva and the UNIVERSITY OF MESSINA - UNIME, with headquarters in Piazza Pugliatti, 1 - 98122 Messina, Italy represented by the Magnificent Rector, Prof. Salvatore Cuzzocrea, intend to celebrate this Term under the following terms and conditions:

FIRST CLAUSE
Area of Cooperation

The area of cooperation includes, subject to mutual consent and appropriate conditions, any program offered at either University and proposed by either as deliverable, feasible, and contributory to the fostering and development of the cooperative relationship between the two universities.

SECOND CLAUSE
Methods

All understandings and assistance shall be subject to availability of funds and the specific approval of the Rector of the University of Messina or his designated, and the Rector of the Universidade Federal de Viçosa, through such activities or programs as:

1-Exchange of faculty members and technical staff
2-Exchange of students

3-Conduct joint research activities

4-Participation in seminars and academic meetings

5-Special short-term academic programs

6-Cultural exchange activities

7-Joint participation in international training courses

8-Provide undergraduate training with coursework in the University of Messina and in the Universidade Federal de Viçosa

9-Provide opportunities for staff development for both universities and other personnel development programs

10-Engage in consultancies

11-Other activities as deemed mutually appropriate

The terms of such mutual assistance and necessary budget for each program and activity shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular activity or program. Each University will designate a Program Coordinator to develop specific activities or programs for the approval of the respective provost or president.

THIRD CLAUSE
Mailing Address

University of Messina:
Institution: University of Messina

3-Elaboração de atividades conjuntas de pesquisa

4-Participação em seminários e encontros acadêmicos

5-Programas acadêmicos especiais de curta duração

6-Atividades de intercâmbio cultural

7-Participação conjunta em cursos internacionais de treinamento

8-Proporcionar treinamento em nível de graduação com cursos realizados na Universidade de Messina e na Universidade Federal de Viçosa

9-Proporcionar oportunidades para desenvolvimento do quadro funcional de ambas Universidades e de outros programas de aprimoramento de pessoal

10-Exercer consultorias

11-Outras atividades julgadas mutuamente apropriadas

Os termos de tal assistência mútua e o orçamento necessário para cada programa e atividade devem ser mutuamente discutidos e postos em acordo escrito por ambas as partes antes do início de atividades ou programas particulares. Cada Universidade designará um coordenador responsável para desenvolver atividades específicas ou programas para aprovação dos respectivos reitores.

CLÁUSULA TERCEIRA
Endereçamento Postal

Universidade Federal de Viçosa:
Instituição: Universidade Federal de Viçosa
Endereço: Av. P. H. Rolfs, s/n
FOURTH CLAUSE
Intellectual Property Rights

1. All knowledge and/or information that may be protected by intellectual property rights owned or held by one of the PARTIES and/or third parties under the responsibility of one of the PARTIES to this Memorandum of Understanding before the date of signature of this instrument, which have been/are disclosed to the other PARTY only to subsidize the execution of the research and development works, shall continue to belong to the PARTY and/or third party holder thereof.

2. All rights to inventions or discoveries obtained by the joint action of the PARTIES shall be the property of the UFV and UNIME. The ownership share of each PARTY, as well as possible economic exploitation of these rights, will be defined in its own legal instrument.

3. Subject to the obligation of confidentiality required by the Memorandum of Understanding, the UFV and UNIME shall retain the right to use for any academic, educational or non-commercial purposes any intellectual property right and related materials, documents and information resulting from the research conducted under this Memorandum of Understanding, after all possible protection requests have been applied for.

FIFTH CLAUSE
Dispute Resolution

Any and all disputes arising from the application and interpretation of this Memorandum of Understanding will be submitted, at first instance,
to the discretion of the respective Coordinators, who will make efforts to solve the conflict raised. If no appeasement is obtained, the parties determine the forum to which the respective institutions are bound in order to settle, judicially, the disputes not resolved otherwise.

SIXTH CLAUSE
Effective Date & Length of Memorandum of Understanding

This Memorandum of Understanding will remain in force for a period of five years from the date of the last signature, subject to the availability of funds. Any amendment and/or modification of this Memorandum of Understanding requires a written approval of the Rector of the University of Messina and the Rector of the Universidade Federal de Viçosa and must be appended to this document. At the end of the period of 5 years the framework cooperation agreement may be renewed in written, unless 6 months before the expiry date one of the Parties notifies to the other Party the decision not to renew it. Any individual activities to be continued will be specifically identified and provided for at the time of termination.

This Memorandum of Understanding shall take effect on the date indicated below and IN WITNESS HEREOF, the parties hereto have offered their signatures:

[Signatures]

Professor Salvatore Cuzzocrea
Rektor
University of Messina

Date: 04/10/2021

envidar esforços para superar as diferenças suscitadas. Esgotadas as possibilidades de acordo, as partes fixam o foro ao qual se encontram vinculadas as respectivas Instituições para dirimir, de forma judicial, as controvérsias não solucionadas de modo arbitral.

CLÁUSULA SEXTA
Data de Início e Duração do Memorando de Entendimento

Este Memorando de Entendimento será válido por cinco anos, após a data da última assinatura, mediante a disponibilidade de recursos. Qualquer emenda e, ou, modificação do acordo requer aprovação escrita do Reitor da Universidade de Messina e do Reitor da Universidade Federal de Viçosa e deve ser anexada a este documento. Terminado o período inicial de cinco anos, o Memorando de Entendimento poderá ser renovado por meio de comunicação escrita, exceto quando, seis (6) meses antes do término do Memorando, uma das partes manifeste interesse de não renová-lo. Quando do término do Memorando de Entendimento, a prorrogação de qualquer atividade individual será identificada e providenciada.

Este Memorando de Entendimento entrará em vigor na data abaixo discriminada, e EM TESTEMUNHO DA VERDADE, as partes o consignam:

Prof. Demétrius David da Silva
Reitor
Universidade Federal de Viçosa

04/08/2021

Data