

MEMORANDUM OF UNDERSTANDING
BETWEEN
INSTITUTO FEDERAL MATO GROSSO
AND
FRIEDRICH-SCHILLER UNIVERSITY (FSU-Jena)

The Brazilian Federal Institute for Education, Science and Technology of Mato Grosso – IFMT, a public educational institution within the scope of the federal government, under the Ministry of Education of the Federative Republic of Brazil, created by Law nº 11.892, of Decembre 29, 2008, registered in the National Corporate Register (CNPJ) under nº 10.784.782/0001-50, with headquarters in Cuiabá, MT, at Rua Comandante Costa 1144, centro sul, edifício Tarcom, CEP: 78020-400, hereinafter called IFMT represented in this legal act by its Rector José Bispo Barbosa, and the other part, Friedrich-Schiller University, Jena (FSU-Jena), with headquarters in Fürstengraben 1, D-07743 Jena, hereinafter called **FSU-Jena**, represented in this legal act by its Chancellor, Dr. Klaus Bartolomé, jointly called “The parts” in this legal instrument, declare their mutual interest and will broaden their cooperative programs and exchange in research, education and technology. Both parts express their intention to strengthen their relations through cooperative activities.

Clause One – Objective

The parts shall cooperate in joint projects in the fields of Geoinformatics and Environment aiming at both broadening the existing knowledge base on sustainable environmental development and rendering institutional strengthening.

Clause Two – Areas of Cooperation

Cooperation shall include, the areas of hydrological process research, applied geoinformatics, natural resources and environmental sciences, specially land use and landscape dynamics, agro-environmental quality indicators, ecosystem services, modeling and development of decision support system tools.

Clause Three – Technical Cooperation Projects (PCTs)

Cooperation shall be implemented through the execution of Technical Cooperation Projects (PCT), which should include joint research projects, researchers' qualifications, and academic exchanges. The PCTs shall be approved by both parts and clearly define the following, among other items:

- I. objectives and rationale;
- II. human, material and financial resources to be contributed by each Part;
- III. rights and duties of each part;
- IV. intellectual property rights over processes or products, obtained within the scope of the cooperation, as well as respective conditions for effective commercial use thereof.

Paragraph One – After the PCTs have been duly signed by both parts, they shall be legally part of this MoU.

Paragraph Two – In case of student's internship concession linked to universities, to be implemented at IFMT's Units and at FSU-Jena, the parties have to elaborate, discuss and



approve a brief TCP, and also considering the celebration of the "Internship Compromise Term" with the appointed college student, indicating, among others, the following items:

- I. Project's identification;
- II. Internship's goal;
- III. Work plan;
- IV. Methodology of the internship development
- V. Intellectual property of the product obtained during the internship; and
- VI. Obligations of the involved parties, including financial support for the internship implementation and other required arrangements.

Clause Four – Implementation and Evaluation Committee

An implementation committee, composed of members of the research team on environmental geoinformatics at IFMT and researchers of the geoinformatics department at FSU-Jena, shall be created with an equal number of representatives of each Part. The committee will be in charge of regularly determining the activities and/or work plans to be developed and subsequently evaluated.

Clause Five – Involvement of Third parts

The terms of this MoU shall not prevent either part from carrying out individually or in cooperation with a third part research in the areas covered in the PCTs under the scope of this MoU if provisions of said instruments are duly observed.

Clause Six – Dissemination of Results

The parts hereby agree to not disseminate any information that may hamper the granting of intellectual property rights over any process or product obtained as a result of the cooperation contemplated in this MoU.

Paragraph One – Due compliance being given to the provisions in the heading of this Clause, either part shall be entitled to disseminate or publish any results obtained in the execution of a PCT implemented within the scope of this MoU, provided the cooperation program and the names of the other researchers are duly acknowledged in all papers and/or other publications.

Paragraph Two – Both parts hereby agree to submit to the other part, for written approval, any information they wish to disseminate or publish, at least fifteen (15) days before said dissemination and/or publication.

Paragraph Three – In the event of no response is received within fifteen (15) days, the part shall be automatically authorized to disseminate or publish the information in the manner reported to the other part.

Paragraph Four – Any part disseminating or publishing partial results of PCT activities implemented within the scope of this MoU shall be fully and solely responsible for the applicability and assurance of the information. In such cases, no solidarity shall be expected from the other part in any judicial or extrajudicial action arising from any alleged direct or indirect damages resulting from the use, applicability, or functionality of the information disseminated or published.

Clause Seven – Unforeseen Circumstances

Any part that makes changes in its corporate entity or ceases its activities as a result of government action, succession, transfer, or any other legally approved act shall be obliged to state in the document setting forth said change, transaction, or cessation the provisions regarding intellectual property rights negotiated and contained in the PCTs entered into within the scope of this MoU.

Paragraph One – Any accident resulting in unforeseeable losses or damages shall be reported in writing by the affected part, to the other part, for the purpose of revising the commitments previously made, but shall not exempt the affected part from any scheduled payments.

Paragraph Two – Each part shall provide adequate insurance against losses and damages covering its participation in the PCTs and according to the legislation in effect in their respective country.

Clause Eight – Legal-Institutional Relations

Each part is an independent administrative institution. No other relation, such as incorporation, association or risk contracting shall be created between the parts, nor shall any labor responsibility of one part be binding over the other.

Clause Nine – Representation and Contacts

The individuals named and qualified below are hereby appointed to act as contacts between the institutions in matters pertaining to this MoU and the joint activities ensuring therefrom:

For IFMT:

Prof. Dr. Ruy de Oliveira and Prof. Dr. Zuleika Alves de Arruda
Instituto Federal de Educação, Ciência e Tecnologia de Mato Grosso – IFMT
Gabinete da Reitoria
Zulmira Canavarros 95
78005-200 Cuiabá-MT
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For FSU-Jena

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Germany
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Email: C5WAFL@uni-jena.de

Each part shall notify the other, in writing, about the substitution of its representative.


Clause Ten – Duration

This MoU shall be valid for a period of five (5) years to be counted from the date of the last signature. It shall be renewable for additional five-year periods through subscription of Additional Terms and subject to termination before its date of expiration after notice from either part one hundred and eighty (180) days prior to said date.

Sole Paragraph – Either part may request in writing the cancellation and/or voidness of a PCT in the event the other part fails to fulfill any clause of this MoU while according the other part full rights of defense. The other part shall be bound to reimburse the first part any proven damages resulting from the cancellation of said PCT.

In WITNESS WHEREOF, the parts hereto, IFMT and Friedrich-Schiller University (FSU-Jena), acting by their legal representatives, subscribed their names to three identical copies of this MoU, in Portuguese, German and English. In case of any divergence, the English version shall prevail.

....., on 24/02/2010


José Bispo Barbosa
Chancellor
IFMT

João Vicente Neto
Reitor "Pro Tempore" Substituto
IFMT
Portaria Nº. 057, de 19/05/2009

Jena, on 13.4.2010



Dr. Klaus Bartolomé
Chancellor
Friedrich-Schiller University