Instituto de Química





### **MEMORANDUM OF UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING (M oU) by and between the INSTITUTO DE QUÍMICA of UNIVERSIDADE DE SÃO PAULO [University of São Paulo] (Brazil) and UNIVERSITEIT HASSELT [Hasselt University] (Belgium), hereinafter known as 'the institutions', aimed at promoting academic cooperation between the institutions.

By this MoU, on one side, the **INSTITUTO DE QUÍMICA of UNIVERSIDADE DE SÃO PAULO (IQUSP)**, located at Av. Prof. Lineu Prestes, 748, at São Paulo -- SP, Brazil, herein represented by its Dean, Professor Pedro Vitoriano de Oliveira, and on the other side, **UNIVERSITEIT HASSELT (UHasselt)** located at Martelarenlaan 42, 3500 Hasselt, Belgium, herein represented by its Vice Rector, Prof. Dr Ken Haenen on behalf of Rector Prof. Dr Bernard Vanheusden, based on the shared understanding that cooperation between both institutions will further research and other academic and cultural activities, to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

#### **SECTION 1 - PURPOSE**

The INSTITUTO DE QUÍMICA of UNIVERSIDADE DE SÃO PAULO and UNIVERSITEIT HASSELT agree to promote academic cooperation between both institutions, in the mutual areas of knowledge, which may include but not limited to:

- 1. Exchange of faculty members and/or undergraduate, graduate or PhD students on a reciprocal basis;
- 2. Academic and research collaboration in the areas of mutual interest;
- 3. Promote the joint supervision of PhD students, leading to a double diploma;
- 4. Organization of joint seminars, conferences, courses and workshops on topics of mutual interest;
- 5. Exchange of academic materials, publications and other information.

### **SECTION 2 - IMPLEMENTATION**

The INSTITUTO DE QUÍMICA of UNIVERSIDADE DE SÃO PAULO and UNIVERSITEIT HASSELT agree that detailed terms and conditions that guide each activity identified above will be determined in a separate agreement between the two institutions. This separate agreement will be signed by the representatives of both institutions, in accordance with the powers of representation of each institution. These terms shall include a technical description of proposed activity, financial agreements, and person(s) responsible for its implementation, amongst others. All activities developed under the auspices of this

Memorandum of Understanding will comply with the procedures, policies and practices of each institution as well as the law and regulations of each country.

### **SECTION3 - FUNDING**

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.

# **SECTION 4 - REQUIREMENTS**

The scholars and students taking part in the cooperation programs hereunder shall comply with the immigration requirements of the country of the host university, and shall contract an international medical and hospital insurance covering the stay abroad.

#### **SECTION 5 - ACADEMIC FEES**

The exchange students involved in the exchange programs hereunder shall pay the academic fees, if any, at their home institution. In case of a joint/double PhD, detailed terms and conditions will be determined in a separate, specific agreement between the two institutions and the individual PhD student. The remaining expenses (travel, accommodations and the like) shall be borne by the student or by external agencies. The existence of this MoU shall not imply any obligation of the institutions to provide financial support.

# **SECTION 6 - EFFECTIVE TERM**

This Memorandum of Understanding shall become effective on the date of its execution and shall remain effective for a period of **3** (**three**) **years**. Upon the completion of this term, the Memorandum of Understanding may be reedited, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement. If there has not been a written renewal signed by both institutions, this Memorandum of Understanding will be terminated automatically.

### **SECTION 7 - AMENDMENTS**

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the institutions.

# **SECTION 8 - COORDINATION**

As coordinators for this Memorandum of Understanding, the following are appointed: on behalf of INSTITUTO DE QUÍMICA of UNIVERSIDADE DE SÃO PAULO, the Prof. Dr. Pedro Vitoriano de Oliveira and on behalf of UHasselt, Directory Research, Library and Internationalisation (OBI) – Staff member PhD Policy.

#### **SECTION 9 - NON-DISCRIMINATION CLAUSE**

The Parties agree to comply with all applicable non-discrimination laws that prohibit discrimination on the basis of sex, including sexual harassment or sexual violence, and gender-based harassment or acts that target a person(s) based on their sex or gender status.

#### **SECTION 10 - TERMINATION**

This Memorandum of Understanding may be terminated at any time, by either institution, by means of a 90-day prior written termination notice to the other institution. In the event of any outstanding issues, the institutions shall mutually define the responsibilities for the closing of each one of the programs affected by the termination, provided however that the activities in course at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

# **SECTION 11 - <u>SETTLEMENT OF DISPUTES</u>**

In order to settle any doubts or disputes that may arise under the performance or in the construction of this Memorandum of Understanding, the institutions shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the institutions shall jointly appoint a third party natural person, to act as mediator. In witness whereof the institutions hereto have read and understood the entire substance of this Memorandum of Understanding, and hereby adopt this Memorandum of Understanding, Hasselt University and Universidade de São Paulo agree that this MoU is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences.

This Memorandum of Understanding is made in 2 (two) identical counterparts in English and Portuguese, it being understood that the Portuguese copy merely serve for translation purpose, which means that in case of discrepancies the English version shall prevail. Each institution retaining one copy of which hold the equal validity and shall become effective upon signature by the two institutions.

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Prof. Dr. Pedro Vitoriano de Oliveira Prof. Dr Ken Haenen Vice Rector

Date: Date: