



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING by and between the INSTITUTO DE CIÊNCIAS MATEMÁTICAS E DE COMPUTAÇÃO DA UNIVERSIDADE DE SÃO PAULO (Brazil) and SHIRAZ UNIVERSITY OF MEDICAL SCIENCES, Shiraz, Iran, in the interest of Department of Neuroscience, School of Advanced Medical Sciences and Technologies, SHIRAZ UNIVERSITY OF MEDICAL SCIENCES, Shiraz, Iran, which aims at promoting academic cooperation between the Parties.

The INSTITUTO DE CIÊNCIAS MATEMÁTICAS E DE COMPUTAÇÃO DA UNIVERSIDADE DE SÃO PAULO, located at campus São Carlos, Av. Trabalhador Sãocarlense, 400, São Carlos-SP herein represented by its Dean Prof. Dr. Alexandre Nolasco de Carvalho and, SHIRAZ UNIVERSITY OF MEDICAL SCIENCES, Shiraz 71348-14336, Iran, herein represented by Dr. Nasrollah Erfani, Vice-Chancellor for Global Strategies and International Affairs, in the interest of Department of Neuroscience, School of Advanced Medical Sciences and Technologies, SUMS, Shiraz, Iran, herein represented by Dr. Mohammad Nami Vice-Chancellor for Research Affairs, and Head of the Department of Neuroscience, based on the shared understanding that cooperation between both institutions will further research and other academic and cultural activities, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

SECTION 1 – <u>PURPOSE</u>

The INSTITUTO DE CIÊNCIAS MATEMÁTICAS E DE COMPUTAÇÃO DA UNIVERSIDADE DE SÃO PAULO and SHIRAZ UNIVERSITY OF MEDICAL SCIENCES agree to promote academic cooperation between both institutions, in the area of 'Neuroscience' education and research by means of:

- 1. Exchange of teaching staff and researchers;
- 2. Joint development of research projects;
- 3. Joint organization of scientific and cultural events;
- 4. Interchange of information and of academic publications;
- 5. Exchange of students;
- 6. Exchange of members of their technical and administrative staffs;

7. Shared courses and subjects.

SECTION 2 – <u>IMPLEMENTATION</u>

For the purpose of implementing each specific cooperation activity, both institutions shall prepare a work program describing the forms, the means and the respective responsibilities, which shall thereupon be the object of a Specific Agreement, to be executed by the concerned parties.

SECTION 3 – <u>FUNDING</u>

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 – <u>REQUIREMENTS</u>

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 – <u>ACADEMIC FEES</u>

The exchange students involved in exchange programs shall pay such academic fees, if any, at their home institution.

SECTION 6 – <u>EFFECTIVE TERM</u>

This Memorandum of Understanding shall become effective on the date of its execution and shall remain effective for a period of **five 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.

SECTION 7 - <u>AMENDMENTS</u>

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

SECTION 8 - COORDINATION

As coordinators for this Memorandum of Understanding, the following are appointed: Alexandre Cláudio Botazzo Delbem on behalf of INSTITUTO DE CIÊNCIAS MATEMÁTICAS E DE COMPUTAÇÃO, and Mohammad Torabi-Nami on behalf of SHIRAZ UNIVERSITY OF MEDICAL SCIENCES, Shiraz, Iran.

SECTION 9 – INTELLECTUAL PROPERTY

Intellectual property rights resulting from work carried out under this Agreement shall be subject to the legal provisions in force in the countries of the participating institutions.

9.1. In the case of the creation of inventions, improvements and innovations by means of the activities protected by this Agreement, in accordance with Brazilian legislation on international covenants of which Brazil is a signatory, it is considered that:

9.1.1. The intellectual property rights over any creation developed under this agreement will belong to **USP** and **SHIRAZ UNIVERSITY OF MEDICAL SCIENCES**, in equal parts. **9.1.2.** The parties agree to reciprocal communications, in the event of reaching results susceptible to privilege or patent acquisition, maintaining the secrecy required in order to protect this result.

9.1.3. The parties agree to grant power of attorney for the registration of intellectual property rights arising out of this agreement, whenever necessary and requested by the party responsible for requiring protection.

9.1.4. In the event of there being interest by the parties in obtaining protection of rights mentioned in clause 9.1, their management and costs will be regulated in an addendum term, in accordance with the current legislation.

9.1.5. In the event of there being interest by the parties in the use and licensing of the rights mentioned in clause 9.1, their costs, management licensing, assignment, transference or free use will be regulated in an addendum term, in accordance with the current legislation.

SECTION 10 - TERMINATION

This Memorandum of Understanding may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, 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 that may arise under the performance or in the construction of this Memorandum of Understanding, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party natural person, to act as mediator.

And having thus agreed and covenanted, the parties execute this Memorandum of Understanding in two (2) identical counterparts in each version, in English and in Portuguese, to one and same effect.

INSTITUTO DE CIÊNCIAS MATEMÁTICAS E DE COMPUTAÇÃO DA UNIVERSIDADE DE SÃO PAULO

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Prof. Dr. Alexandre Nolasco de Carvalho Dean Date: 7 Feb 2017 SHIRAZ UNIVERSITY OF MEDICAL SCIENCES

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Dr. Nasrollah Erfani Vice-Chancellor for Global strategies and International Affairs Date: 30 Jan 2017

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Dr. Mohammad Nami Head of the Department of Neuroscience School of Advanced Medical Sciences and Technologies Responsible academic staff member of the Cooperation Agreement 3 / 3 Date: 30 Jan 2017