



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CARLETON UNIVERSITY
AND
UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC), BRAZIL**

ARTICLE I: PREAMBLE

1. Recognizing the mutual benefits to be gained through academic co-operation and international understanding, Carleton University and Universidade Federal de Santa Catarina (UFSC) hereby enter into this Memorandum of Understanding and agree to the following:

ARTICLE II: PURPOSE

2. The purpose of this Memorandum is to facilitate and promote co-operation and stimulate the exchange of knowledge between Carleton University and UFSC, with a view to support research collaboration, capacity building and other forms of academic partnerships in designated areas of mutual interest including cryptography and security.

ARTICLE III: AREAS OF COLLABORATION

- 3.1 This Memorandum covers all faculties and departments at Carleton University and all faculties and departments at UFSC.

- 3.2 Areas of collaboration include:

- Research exchanges and visiting scholars for faculty and graduate students;
- Joint projects initiatives
- Collaboration and participation in seminars, lectures, symposia and academic meetings;
- Joint publications;
- Co-tutelle agreements may also be specifically negotiated for
-
- each program area

ARTICLE IV: COORDINATORS

- 4.1 Each university may designate a local coordinator for this Agreement, who will be responsible for organizing the related activities, evaluating the fulfillment of the work scheme and, when possible, seeking adequate funding. In case it is necessary to substitute the coordinator the other party must be notified in writing. Carleton University designates Professor Daniel Panarios as the Coordinator. UFSC designates Professor Ricardo Felipe Custódio as the Coordinator.

ARTICLE V - INTELLECTUAL PROPERTY RIGHTS

5.1. Both parties agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this Agreement will be worked out on a case-by-case basis, and will be consistent with officially laid down policies of both parties.

5.2. The Universities must inform one another in the occurrence of results that are protectable by the Intellectual Property Rights in which any of the authors or inventors belong to another University.

5.3. The Universities must comply with the conditions of secrecy established in their national legislation, as well as in the international agreements, with special regard to Article 39 of the Agreement on Aspects of Intellectual Property Rights Related to Trade, by the World Trade Organization.

ARTICLE VI - RESOURCES

6.1. The host Institution is not obliged to fund the activities of cooperation. However, when necessary, the institution may seek financial assistance through development agencies or other funding sources. The host institution shall also provide administrative support in order to ensure that the activities under this Agreement meet the expectations of both institutions.

6.2. It is understood that graduate students, faculty, researchers and administrative staff participating in research at the institutions will not be enrolled in any courses and therefore will be exempt from tuition fees at the host institution, with exception of fees for extension activities, extracurricular courses or any other non-regular activities in the Host Institution. The fees of the home Institution, if any, shall be paid according to its policies and regulations.

ARTICLE VII – CIVIL RESPONSIBILITY

7. The host Institutions shall not be held accountable for any damage caused by students, faculty, researchers and administrative staff of the partner Institutions, not even for accidents, illness, disability, death or funeral repatriation.

ARTICLE VIII: IMPLEMENTATION

8.1 Individual programs of work will be jointly planned and conducted by both parties.

8.2 Progress of work under each individual program will be reviewed and approved by both parties.

8.3 Final approval of any project will be dependent upon the availability of funding.

8.4 The specific details of any project will be set forth in agreements supplemental to the Memorandum, the terms of which will be subject to the mutual approval of both parties.

8.5 Each of Carleton and UFSC acknowledge and agree that, for the purpose of fulfilling their respective obligations pursuant to this Agreement, they will necessarily share personal information of their respective faculty and students taking part in the exchanges contemplated by this Agreement. Carleton and UFSC mutually covenant and agree that they will treat any such personal information in strict compliance with their local law in that respect, in all ways as if it were the personal information of their own faculty and students.

ARTICLE IX: TERM OF THE MEMORANDUM

9.1 This Memorandum shall commence on the date of the last signature and shall continue for a period of 5 years.

9.2 This Memorandum may be terminated by either party with three months notice.

9.3 This Memorandum may be extended by mutual consent of both parties.

9.4 This Memorandum will be amended as required to reflect the expansion of the collaboration activities. Any amendment to the Memorandum may be made by the exchange of letters between the two parties.

ARTICLE X – JURISDICTION

10.1 Issues not contemplated by this Agreement or disputes that may arise in its execution shall be reviewed by the representatives of the institutions, or by representatives delegated by them.

10.2 This Agreement will be signed in counterparts of identical form and content. Each institution must have an original in Portuguese and one original in English.

Signed

on behalf of Carleton University

on behalf of UFSC University

Dr. Roseann O'Reilly Runte
President and Vice-Chancellor
Carleton University

Professor Roselane Neckel
Rector of UFSC
UFSC

Date

Date