



MEMORANDUM OF UNDERSTANDING



between

FEDERAL UNIVERSITY OF SÃO CARLOS, BRAZIL

and

FACULTY OF SCIENCE

KHON KAEN UNIVERSITY, THAILAND


UFSCar
Nº 118 / 16
Proc. nº 3585 / 16-23

The Federal University of São Carlos, (UFSCar), Brazil, and Faculty of Science, Khon Kaen University (KKU), Thailand, agree to enter into a formal collaborative agreement based on a foundation of trust for the mutual benefit and development of the two institutions and the promotion of international understanding and goodwill.

1. UFSCar and KKU will jointly develop some or all of the following activities based on their respective academic and education needs:
 - a. exchange of research materials, publications and information;
 - b. development and operation of joint academic programs;
 - c. support for distance learning courses, with mutual written consent before expenses are incurred;
 - d. organization of joint research programs;
 - e. exchange of students;
 - f. exchange of academic staff;
 - g. exchange of administrative and other non-academic staff;
 - h. development of common curricula in areas of mutual interest;
 - i. Co-operation in the recruitment of students to our two institutions.
2. The implementation of exchange based on this agreement shall be separately negotiated and determined by both universities, through specific cooperation agreements.
3. Nothing shall diminish the full autonomy of either institution, nor will any constraints or financial obligations be imposed by either upon the other in carrying out the agreement.
4. This Memorandum is subject to revision or renewal by mutual agreement, in the form of addendum. It is also understood that either institution may terminate the agreement at any time, although such action will only be taken after mutual consultation, in order to avoid any possible inconvenience to all parties, upon well-founded previous notification, presented with a minimum of ninety-day forewarning and notifying receipt, without causing harm to ongoing activities. The Memorandum will be valid for five years in the first instance.
5. Questions and controversies deriving from the interpretation and execution of this agreement will be solved by direct entente between the parties. In case it is not possible, they shall jointly indicate a third party, natural person, to act as mediator. English version shall be used in such case.

6. This agreement is effective when the representatives of both institutions have signed and dated the document in English and in Portuguese.

AUTHORIZED TO SIGN FOR AND ON
BEHALF OF THE FEDERAL
UNIVERSITY OF SÃO CARLOS:


Prof. Fargino De Araújo Filho, Ph.D.
RECTOR

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17 OUT 2016

AUTHORIZED TO SIGN FOR AND ON
BEHALF OF FACULTY OF SCIENCE,
KHON KAEN UNIVERSITY:


Asst. Prof. Somkiat Srijaranai, Ph.D.
DEAN

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22 AGO 2016



INTERNATIONAL COOPERATION SPECIFIC AGREEMENT

UFSCar
Nº 120 / 16
Proc. nº 3585/16-23

Academic and scientific cooperation specific agreement between the Federal University of São Carlos (Brazil) and Faculty of Science, Khon Kaen University (Thailand) on exchange of undergraduate and graduate students, professors and researchers in the areas of Evolutionary Genetics and Molecular Biology

The Federal University of São Carlos, based on São Carlos campus, situated at Rodovia Washington Luís, km 235, in São Carlos, in the state of São Paulo, Brazil, in this act represented by its rector, Prof. Targino de Araújo Filho, Ph.D., hereinafter denominated “UFSCar”, for the interest of its Graduate Program on Evolutionary Genetics and Molecular Biology; and Faculty of Science, Khon Kaen University, situated at Muang District, Khon Kaen, Thailand, this act represented by its Dean, Asst. Prof. Somkiat Srijaranai, hereinafter denominated “KKU”, for the interest of its PhD Program in Biology enter into this specific agreement according to the following clauses:

FIRST CLAUSE – OBJECTIVE

The present agreement establishes between the parties an exchange program of graduate students, through which they can attend courses and/or take part in research activities at the host institution, and professors and researchers, through which they can teach courses, develop joint research projects and jointly organize academic, scientific and cultural events, in the areas of Evolutionary Genetics and Molecular Biology.

SECOND CLAUSE – COORDINATION AGREEMENT

II.1. In order to coordinate the implementation of this agreement UFSCar indicates Dr. Marcelo de Bello Cioffi, professor of the Graduate Program on Evolutionary Genetics and Molecular Biology, and Faculty of Science, Khon Kaen University [KKU] indicates Dr. Alongklod Tanomtong, professor of the Department of Biology, Faculty of Science, who will be interlocutors in this task.

II.2. The coordination is in charge of seeking solution for the problems and forwarding the academic and administrative issues referring to this agreement from its entry into force, as well as supervising the study plan of participants in the exchange program.

THIRD CLAUSE – COOPERATION WORKING

In order to develop the exchange program, both institutions undertake to observe the following conditions and execute in cooperative manner the following actions:

III.1. The maximum amount of participants per category – students, professors and researchers – from each institution in mobility at the other, at any moment, must not exceed 3 members of each group.

III.2. The length of stay of each participant in the exchange program must not exceed 2 semesters.

III.3. Selection of students by the coordinator at their respective home institution. The criterion is academic excellence, which shall be evaluated through the analysis of each applicant's transcript of records and *curriculum vitae*. The final acceptance of the candidates is due to the host institution, in compliance with its criteria, procedures and deadlines.

III.4. Participation of professors and researchers upon invitation formally made by professor or researcher from the host institution, with observance of the each institution's procedures.

III.5. Definition of an individual study plan for each student and/or, whenever the case, of an individual research plan for each student, professor and researcher, which shall be executed at the host institution. The plans must be prepared before the participants' arrival at the host institution and, if necessary, in conformity with its procedures.

III.6. The host institution shall send to each accepted student, professor and researcher official document(s) for the request of the appropriate visa. The document(s) must declare his/her acceptance for the program and inform his/her period of mobility.

III.7. The accepted by the host institution will be subject not only to the rules in force at the host institution, which they must obey as any regular student or member of research group, but also to the immigration legislation of the country where the host institution is situated.

III.8. Participants must purchase, before arriving at the country of the host institution, health, personal accident and repatriation insurances featuring coverage for their respective whole period of mobility.

III.9. After the duly conclusion of each student's participation, the host institution shall send, as soon as practicable, to the home institution document(s) containing the specification of the academic and/or scientific activities executed by him/her during the mobility and, whenever the case, the result of the evaluation of his/her performance in such activities.

§ 1°. In the selective process described in III.3, students' proficiency in, at least, one of the instruction languages of the host institution can also be checked, in accordance with the methods and parameters adopted by it.

§ 2°. When necessary, provision III.9 may also be applied to professors and researchers participating in the program.

§ 3°. Students, professors and researchers from any of the institutions are exempt from the exaction, by the other institution, of any academic fees referring to their participation in the program.

§ 4°. Students participating in the program shall be considered non-degree seeking students at the host university and continue as degree seeking students at their home institution.

FOURTH CLAUSE – RESPONSIBILITIES OF THE PARTIES

IV.1. When hosting participants in the exchange program, the institutions shall facilitate the use of its facilities, equipments, laboratories and library material which are necessary for the development of the activities throughout this agreement.

IV.2. Regarding the importation of necessary equipments and samples for the execution of the program activities, both institutions commit to help each other with the formal implementation at customs and with fiscal circumstances.

IV.3. The parties undertake not to publish, divulge or, in any way, exploit confidential information, namely the information which is not in public domain, including the information belonging to the other party that had been generated prior to this agreement and has been obtained due to it.

IV.4. The parties are bound to total responsibility for any eventual misuse of information and data obtained because of the cooperation described in this instrument.

Sole paragraph. The activities developed on the framework of this agreement do not generate any formal employer-employee relationship between the personnel of each institution and the other party.

FIFTH CLAUSE – FINANCIAL RESOURCES

V.1. In the development of the exchange program, each of the parties is held responsible for all costs pertaining to its respective participation in the work, but they are not obliged to commit resources of their own budget to assure the necessary financial support to the execution of the activities.

V.2. In order to propitiate the accomplishment of the activities foreseen in this agreement, the parties can individually or jointly pursue resources at national or international agencies dedicated to funding research and development, as well as at companies from both countries.

Sole paragraph. The participants in the program are responsible for their personal expenses referring to their participation in it, such as travels, housing, food, transportation and others.

SIXTH CLAUSE – INTELLECTUAL PROPERTY

VI.1. The intellectual product of activities developed throughout this agreement by the students, staff and researchers of UFSCar and Faculty of Science, Khon Kaen University [KKU] comprises valuable patrimony, protected by academic norms and by the legislation in effect.

VI.2. When the activities result in the generation, development or perfection of immaterial goods, the utilization and ownership rights must be foreseen in a specific contract/agreement, thus guaranteeing the co-ownership of the parties in both national territories and the way this product will be commercially exploited.

VI.3. The parties will strive in their efforts to impede improper divulgation and improper utilization of data, information, techniques, methods and other immaterial goods utilized in or resulting from activities developed throughout this agreement.

VI.4. The divulgation of activities and the propagation of knowledge resulting from this agreement will explicitly mention it and the signatory parties.

VI.5. The divulgation and publication of technical, academic and scientific work originating or relating to the activities throughout this agreement will always be conceivable under the conditions and limitations established in this clause and in the legislation in effect.

SEVENTH CLAUSE – VALIDITY

This agreement is valid for five years from the date when it is signed by both parties.

EIGHTH CLAUSE – MODIFICATION AND RESCISSION

VIII.1. This agreement may be altered, which includes the prorogation of its validity period, through addenda previously approved and duly signed by the parties.

VIII.2. Each of the parties can rescind this agreement upon well-founded previous notification, presented with a minimum of ninety-day forewarning and notifying receipt, without causing harm to ongoing activities.

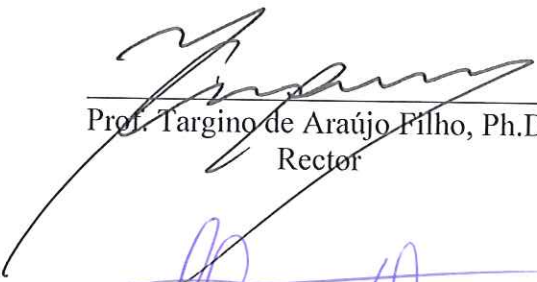
NINTH CLAUSE – SOLUTION OF CONTROVERSIES

Questions and controversies arising from the interpretation and execution of this agreement will be solved by direct entente between the parties. When it is not possible, they shall jointly indicate a third party, natural person, to act as mediator.

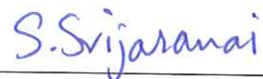
The parties sign the present agreement in four identical copies, two in Portuguese and two in English, to the same effect.

FEDERAL UNIVERSITY OF SÃO CARLOS

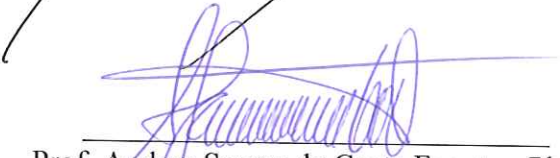
FACULTY OF SCIENCE,
KHON KAEN UNIVERSITY



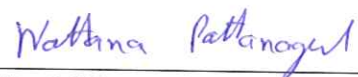
Prof. Targino de Araújo Filho, Ph.D.
Rector



Asst. Prof. Somkiat Srijaranai, Ph.D.
Dean



Prof. Andrea Soares da Costa Fuentes, Ph.D.
Coordinator of the Graduate Program on
Evolutionary Genetics and Molecular Biology



Assoc. Prof. Wattana Pattanagul, Ph.D.
Department Head of Biology

São Carlos, Date: 17 OUT 2016

Khon Kaen, Date: August 22, 2016