**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**between**

**INSTITUTO DE PESQUISAS ENERGÉTICAS E NUCLEARES**

**on behalf of the**

**COMISSÃO NACIONAL DE ENERGIA NUCLEAR (Brazil)**

**and**

**(FOREIGN INSTITUTION) (Country)**

**Collaboration in Research and Education**

The INSTITUTO DE PESQUISAS ENERGÉTICAS E NUCLEARES on behalf of the COMISSÃO NACIONAL DE ENERGIA NUCLEAR, Brazil, hereafter referred to as IPEN-CNEN, herein represented by its Deputy Director, Dr. Isolda Costa, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_(Institution), \_\_\_\_\_\_\_\_\_\_(Country), hereafter referred to as \_\_\_\_\_\_\_\_, herein represented by its \_\_\_\_\_\_\_(Job Description), Dr. \_\_\_\_\_\_\_(Name), recognizing the mutual interest in the fields of research, education, transfer of technology on the long term non-commercial basis, and also recognizing the importance of university and research institute’s roles in higher education and promoting international collaboration and increased contribution to social development HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

Each of the two entities above is referred to herein individually as “Institution” and collectively as “the Institutions.”

**SECTION 1 – PURPOSE**

The purpose of this MOU is the furtherance of academic cooperation in all academic fields by means of the exchange of teaching staff/researchers, graduate students, and members of the technical-administrative staff of each institution.

**SECTION 2 – GOALS AND FORMS OF COOPERATION**

Forms of cooperation in the exchange of:

**2.1. Teaching staff/researchers**

**2.1.1.** Visiting Faculty Members/Researchers shall take part in conference, teaching and/or research activities, under stays which shall not exceed the extent of one academic year (two semesters).

**2.1.2.** Health insurance coverage must be arranged by the faculty member/researcher in his/her country of origin.

**2.1.3.** Salaries shall be paid by the institution of origin.

**2.2. Members of the technical-administrative staff:**

**2.2.1.** For the purpose of encouraging the exchange of administrative experience and knowledge in fields of common interests, the institutions may select members of their technical-administrative staff to take part in the exchange program.

**2.2.2.** Health insurance coverage must be arranged by the staff member in his/her country of origin.

**2.2.3.** Salaries shall be paid by the institution of origin.

**2.2.4.** The activities conducted during the exchange period shall be consistent with the professional activities of the staff member at his/her institution of origin, and shall generate a report, to be submitted to the host institution and to the institution of origin.

**SECTION 3 – FINANCIAL SUPPORT**

**3.1.** The faculty members/researchers involved in the exchange programs hereunder shall not pay fees to the host institution. The remaining expenses (travel, accommodation and the like) shall be borne by the faculty member/researcher, who may seek funding from external agencies. Each Institution shall be responsible for its own costs associated with costs incurred under this MOU.

**3.2.** The students involved in the exchange programs hereunder shall pay the academic fees, if any, at their institution of origin. The remaining expenses (travel, accommodations and the like) shall be borne by the student. The existence of this MOU shall not imply any obligation of the host institutions to provide financial support.

**3.3.** In the event of exchange of members of the technical-administrative staff, the expenses shall be borne by the institution of origin, subject to the availability of funds for such purpose.

**SECTION 4 – OBLIGATIONS OF THE PARTIES**

**4.1.** Each Institution shall attempt to achieve reciprocity under the activities covered by this MOU.

**4.2.** At the completion of the stay of the student, the host institution shall forward to the appropriate office of the Institution of origin an official document, specifying the activities carried out and, as the case may be, the achievement level attained.

**4.3.** The Institution of origin shall acknowledge the academic results obtained by the student at the host institution, based on the work program previously agreed to between the Institutions and the respective credits and/or hours.

**4.4.** Each Institution agrees to promote the integration of the students in the academic life of the host Institution.

**4.5.** The host Institution shall provide such adequate research conditions and locations for the work of the visiting faculty member/researcher as are within its reach.

**4.6.** The host Institution shall offer working conditions for the development of the activities of the members of the technical-administrative staff.

**SECTION 5 – COORDINATION OF THE MOU**

**5.1.** To ensure the technical-administrative coordination of this MOU, IPEN-CNEN hereby appoints Dr. \_\_\_\_\_\_\_(Name of IPEN Coordinator), \_\_\_\_\_\_\_\_(Job Description), e-mail \_\_\_\_\_\_, and \_\_\_\_\_\_\_\_ (FOREIGN INSTITUTION) hereby appoints \_\_\_\_\_(Name of Coordinator of FOREIGN INSTITUTION), \_\_\_\_\_\_(Job Description), e-mail \_\_\_\_\_\_\_\_. Collectively, these individuals are referred to as “Coordinators”.

**5.2.** It is incumbent on the coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

**5.3.** The Institutions, individually and collectively, acknowledge and agree that notwithstanding any other clause or provision of this MOU, neither this MOU nor any provision contained in this MOU is or shall be construed by either Institution or any third party to be (i) contractually binding on or enforceable by either Institution covered by this MOU or (ii) otherwise legally binding in any way on or enforceable by either Institution covered by this MOU.

**SECTION 6 – INTELLECTUAL PROPERTY**

All inventions, patents, technical data, computer software and all other forms of intellectual property held by an Entity prior to initiation of any joint work will remain the sole property of that Entity. Intellectual property developed during a joint work project shall be determined by the terms of a mutually agreed upon and properly executed MOU under which the work is governed. No intellectual property will be disclosed under this MOU.

**SECTION 7 – ASSIGNMENT**

This MOU may not be assigned or otherwise transferred by an Entity, in whole or in part, without the express prior written consent of the other Entity.

**SECTION 8 – DURATION, EXTENSION & TERMINATION**

This MOU will become effective immediately upon the date of the last required signature. It shall continue in effect for a period of \_\_\_\_ (X) years and may be extended by mutual agreement. During the validity period, the agreement may be terminated at any time, by either institution upon \_\_\_ (X) days of prior written termination notice.

In proof of agreement with the clauses of this memorandum, this document is signed:

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| **FOREIGN INSTITUTION**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **IPEN – CNEN**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
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| With a copy to: | With a copy to: |
|  | Niklaus Ursus Wetter |
|  | Av. Prof. Lineu Prestes 2242  Cidade Universitária - Butantã |
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| Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_ | Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_ |