



MEMORANDUM OF UNDERSTANDING BETWEEN

UNIVERSIDADE FEDERAL DO PIAUÍ, a public institution of higher education, created by the Law nº 5528, from November 12, 1968, registered at CNPJ under nº 06.517.387/0001-34, with its headquarter at “Campus Universitário Ministro Petrônio Portella”, Teresina/PI, Brazil, herein represented by its Chancellor, Prof. Dr. José Arimatéia Dantas Lopes, Brazilian, residing and domiciled in Teresina/PI, recognized by a Presidential Decree, from November 4, 2016, published on the Union Official Diary from November 7, 2016,

And

NHL STENDEN UNIVERSITY OF APPLIED SCIENCES, a public institution of higher education, being part of the foundation NHL Stenden University of Applied Sciences, established under Dutch Law and registered at the Chamber of Commerce under number 41002686, with its main campus in Leeuwarden, Netherlands, herein represented by Erica Schaper (MSc), President of the Executive Board of NHL Stenden University of Applied Sciences.

Article 1

Based on a mutual desire to promote cooperation and exchange in education and research, Universidade Federal do Piauí (UFPI) in Brazil, and NHL Stenden University of Applied Sciences (NHL STENDEN) in the Netherlands (hereafter referred to as “the institutions”) hereby declare to have the intention to establish a long-term cooperation between both institutions. Therefore, the institutions wish to sign this memorandum of understanding (hereinafter referred to as “the Agreement”).

1. The institutions intent to explore the opportunities regarding the following activities in order to realize the purpose of the Agreement.
 - a. Exchange of faculty and other staff members,
 - b. Exchange of students, whether through the sponsorship of scholarships, or other arrangements,
 - c. Planning and implementation of cooperative research projects and educational programs, specially starting with researches about polymers and related products,
 - d. Co-supervision of dissertations and double-degree graduation programs,
 - e. Eventual offering of joint seminars and workshops,
 - f. Exchange of academic materials, publications and information.
2. The activities in item 1 above shall be implemented through close contacts and consultation between both institutions. The institutions agree that specific details of cooperation necessary to implement this agreement must be negotiated with each other. If they see fit, the institutions will sign additional agreements regarding the activities mentioned in item 1.



Article 2 – Execution of the Collaboration

1. The institutions shall perform its activities at its own expense and risk.
2. The institutions recognize that the implementation of activities under this agreement will in every case be dependent upon the availability of necessary resources either from the institutions concerned or from external sources.
3. The institutions are not permitted to transfer any rights or obligations or parts thereof to third parties without the consent of the other institution.

Article 3 – Intellectual Property and Research

1. All publications resulting from the collaboration between the institutions must give recognition to the agreement therein. The institutions agree to the exchange of publications, such as books, academic journals, and other official publications and research information generated by either of the institutions in connection with this agreement. Should any faculty collaboration result in any potential for intellectual property, the institutions shall immediately meet through designated representatives to seek equitable and fair understanding of ownership and other property interests that may arise.
2. Any such discussion shall, at all times, strive to preserve a harmonious and continuing relationship between the parties.
3. Information (including business-related information) and study findings exchanged for the purposes of the collaboration shall be treated with confidentiality and shall not be disclosed to third parties without the prior written consent of the other institution, unless:
 - The information in question was already generally known by the recipient before disclosure by the other institution or was subsequently made generally known through no fault of the recipient.
 - The recipient can demonstrate that it was already aware of the information before receiving it.
 - The recipient received the information in a non-confidential manner from a third party who was not under any obligation of confidentiality with respect to the disclosing party.
 - The information was developed by the recipient independently of any disclosure by the disclosing institution.
4. Confidential information as referred to in this Article is information provided by one institution to the other institution that is clearly designated as confidential.
5. The institutions shall also impose this obligation of confidentiality on any third parties they enlist for collaboration projects, such as temporary staff, seconded staff and subcontractors.



6. Both institutions shall be permitted to use the knowledge generated during the partnership free of charge, provided that this does not harm the interests of any of the institutions.

Article 4 - Effective Date, Term and Termination

1. This agreement shall take effect on 1 May 2019 and will remain in effect until 1 May 2024. The agreement shall automatically renew at the end of each five-year term unless terminated by either party with a six (6) month written notification.
2. The agreement is to be drawn up in two identical copies in English and two in Portuguese with both parties retaining two copies each of the agreement.
3. The English version shall prevail over the Portuguese version, in case of inconsistencies.

Article 5 – Governing Law and Disputes

1. The parties shall first endeavor to resolve any dispute arising from or related to this agreement by proper negotiation. A dispute arises if either party notifies the other party of such dispute in writing.
2. All obligations of the parties under this agreement are subject to the Dutch Code of Conduct international student higher education (download via www.internationalstudy.nl).
3. All disputes arising out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of arbitration shall be English.

Notices

The parties choose the following domicilium address for the service of notices:

NHL STENDEN UNIVERSITY OF APPLIED SCIENCES:

Executive Board
Rengerslaan 10
8917 DD, Leeuwarden
Netherlands

UNIVERSIDADE FEDERAL DO PIAUÍ:

Chancellor's Office
Av. Universitária s/n
Ininga – Teresina - PI
Brazil
64049-550



Any alteration of amendment or addition to this agreement must be made in writing and agreed and accepted by both institutions.

In witness whereof, the parties hereto have offered their signatures:

For NHL Stenden University of Applied Sciences

For Universidade Federal do Piauí



Erica Schaper (Msc)
Member Executive Board



Prof Dr. José Arimatéia Dantas Lopes
Chancellor

Date: 27/03/2019

Date:

As Witness:

As Witness:

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Date:

Date:

Date:

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