

MEMORANDUM OF UNDERSTANDING

Implemented by:

This project supports the UN Sustainable Development Goals (SDGs):



PROCURADORIA
GERAL DO
ESTADO

8 DECENT WORK AND
ECONOMIC GROWTH



9 INDUSTRY, INNOVATION
AND INFRASTRUCTURE



17 PARTNERSHIPS
FOR THE GOALS



DRAFT MEMORANDUM OF UNDERSTANDING

PROCEEDING No. XX/20XX

MEMORANDUM OF UNDERSTANDING ENTERED INTO BY AND BETWEEN [NAME OF SIGNATORY] AND [NAME OF SIGNATORY], AIMED AT THE COORDINATION OF EFFORTS FOR THE IMPLEMENTATION OF SCIENCE, TECHNOLOGY AND INNOVATION ACTIVITIES.

By this instrument, the SIGNATORIES identified below:

..... [insert name of signatory], through [indicate the directly responsible body], with registered address at [insert full address], enrolled with the CNPJ under No., herein represented by [insert name and title]; and

..... [insert name of signatory], through [indicate the directly responsible body], with registered address at [insert full address], enrolled with the CNPJ under No., herein represented by [insert name and title],

WHEREAS:

- I. [insert name of signatory] has the institutional purpose of [insert institutional purpose], pursuant to [insert legal basis, such as Ordinance, Decree, Bylaws or other document evidencing the signatory's institutional attributions];
- II. [insert name of signatory] has the institutional purpose of [insert institutional purpose], pursuant to

..... [insert legal basis, such as Ordinance, Decree, Bylaws or other document evidencing the signatory's institutional attributions];

- III. both signatories have an interest in carrying out, in a coordinated manner and by mutual agreement, [insert objective of the signatories];
- IV. the shared and/or concurrent activities are aligned with the objectives and guidelines of the innovation policy of [insert name of signatory] and [insert name of signatory];

NOTE: include item IV only when one or more signatories are Scientific, Technological and Innovation Institutions (ICTs)

- V. the signatories acknowledge the need and importance of formalizing this preliminary joint instrument, with a view to combining institutional knowledge and competencies in order to enhance the performance of their respective institutional activities;
- VI. [...]

NOTE: The above items may be adapted as required for each specific case, and additional items may be included if necessary.

HEREBY RESOLVE to enter into this **MEMORANDUM OF UNDERSTANDING**, pursuant to Article 184 of Federal Law No. 14,133, of April 1, 2021, Federal Law No. 10,973, of December 2, 2004 [as regulated in the State of São Paulo by State Decree No. 62,817/2017], [and Article 3, item I, of State Decree No. 66,173, of October 26, 2021], under the following terms and conditions.

CLAUSE ONE – PURPOSE

1.1. **Description.** This Memorandum of Understanding sets forth the signatories' intention to combine efforts and to jointly leverage their respective expertise and specialization, within their areas of competence, with a view to enabling the development of projects and activities in Science, Technology and Innovation (ST&I).

CLAUSE TWO – FORMS OF COOPERATION

2.1. **Forms of Cooperation.** Subject to their respective international obligations, applicable national laws and regulations, and other valid rules, the signatories shall promote this Memorandum of Understanding through the following mechanisms:

- 2.1.1. implementation of joint Research, Development and Innovation (R&D&I) projects in areas of common interest;
- 2.1.2. exchange of researchers, scientists and technical personnel, aimed at fostering research, consultancy and the sharing of experience within the framework of joint R&D&I projects;
- 2.1.3. organization of scientific and technological seminars, symposia and other meetings of mutual interest, in order to promote interaction between relevant institutions and research groups of both countries, with a view to identifying future areas for cooperation;
- 2.1.4. exchange of information on Research, Development and Innovation policies and strategies;
- 2.1.5. consultations and exchange of information, documents and scientific publications;
- 2.1.6. other forms of scientific and technological cooperation as may be agreed between the signatories.]

2.2. **Requirement for Execution of Specific Instruments.** The mutual cooperation and the development of projects arising from this Memorandum of Understanding shall be subject to the execution of specific legal instruments, to be entered into by the signatories at a later stage, which shall define the scope of each phase of implementation and the other terms and conditions applicable to the respective arrangement.

CLAUSE THREE – RESPONSIBILITIES

3.1. **Common Responsibilities.** For the achievement of the purpose set forth in this Memorandum of Understanding, the following shall constitute common responsibilities of the signatories, within their respective capacities:

- 3.1.1. appoint a representative, within the organizational structure of each signatory, to facilitate the coordination and implementation of activities, with a view to addressing any questions or providing relevant information for the proper fulfillment of the purpose of this Memorandum;
- 3.1.2. promptly notify the other signatory of any act or occurrence that may affect the progress of activities arising from this Memorandum, so that appropriate measures may be taken;
- 3.1.3. provide the information and guidance necessary for the proper development and faithful implementation of this Memorandum, as well as for the execution of the instruments required to implement the intentions set forth herein;
- 3.1.4. [...]

3.2. **Specific Responsibilities.** In order to enable the implementation of the purpose of this instrument, the signatories shall use their best efforts, within their respective competencies, as follows:

- 3.2.1. *[insert name of signatory]*:
 - a) *[insert specific responsibilities]*
 - b) *[insert specific responsibilities]*
 - c) *[insert specific responsibilities]*
 - d)
 - e) *[...]*
- 3.2.2. *[insert name of signatory]*:
 - f) *[insert specific responsibilities]*
 - g) *[insert specific responsibilities]*
 - h) *[insert specific responsibilities]*
 - i) *[...]*

CLAUSE FOUR – FINANCIAL RESOURCES

4.1. **No Transfer of Funds.** There shall be no transfer of financial resources or donation of assets between the signatories for the implementation of this Memorandum of Understanding. Any expenses necessary for the full achievement of the agreed purpose, including those related to personnel, travel, communication between the entities, and others as may be required, shall be borne by the specific budget allocations of each signatory.

- 4.1.1. The activities arising from this Memorandum of Understanding shall be carried out on a mutual cooperation basis, and no remuneration shall be due to the signatories for their performance.
- 4.1.2. The activities shall not imply the secondment of personnel, who may be assigned solely for the performance of specific actions and for a defined period. Any human resources allocated by either signatory shall remain subject to their original employment relationship and shall not give rise to any costs for the other signatories.

CLAUSE FIVE – TERM AND EXTENSIONS

5.1. **Term.** This Memorandum of Understanding shall remain in force for a period of (.....) *[indicate the maximum number in months or years, written out in full]*, commencing

on// and ending on// [indicate the corresponding start and end dates].

5.2. **Extensions.** The term of this Memorandum of Understanding may be extended for a period equal to or shorter than that originally established, by means of an amendment.

CLAUSE SIX – AMENDMENTS

6.1. **Amendments.** Provided that the purpose is not altered, this Memorandum of Understanding may be amended at any time by mutual agreement, upon prior written justification, and such amendment shall be formalized by means of an amendment instrument.

6.1.1. Any amendment proposal, duly justified, shall be submitted in writing by the interested party during the term of this instrument, for negotiation of its terms and conditions by the signatories.

6.1.2. Any amendment determined by verbal order, even if issued by a competent authority to authorize the execution of the corresponding amendment instrument, shall be null and void.

CLAUSE SEVEN – TERMINATION

7.1. **Termination Events.** This Memorandum of Understanding shall be terminated:

7.1.1. upon expiry of its term, if the signatories have not executed an amendment for its renewal;

7.1.2. upon notice by either signatory, with at least thirty (30) days' prior notice, in case of loss of interest in maintaining this arrangement;

7.1.3. by mutual agreement of the signatories prior to the expiry of its term, duly formalized.

CLAUSE EIGHT – CONFIDENTIALITY

8.1. **Confidentiality Obligation.** The signatories agree that, by virtue of this Memorandum of Understanding, they may have access to information deemed confidential and undertake not to disclose, copy, reproduce or use such information without the prior written consent of the party that provided it. They further undertake to adopt the necessary measures to ensure the protection of confidentiality and to use such information exclusively for the purposes set forth herein.

8.2. **Scope.** For the purposes of this clause, confidential information shall include any documents, information and data disclosed by one signatory ("Disclosing Party") to the other ("Receiving

Party”), before or after the execution of this Memorandum of Understanding, of a technical, commercial, market, strategic, regulatory, know-how, planning or project management nature, as well as other documents, information, data and/or solutions, in any format, including but not limited to those designated in writing as confidential or which, by their nature, are intended for the knowledge of the Receiving Party or, when disclosed orally, are disclosed under circumstances indicating their confidential nature.

8.3. **Separate Agreement.** Should the relationship between the signatories evolve to involve the exchange of sensitive or protected information, the specific confidentiality terms, including those relating to legal enforceability and the survival of obligations after termination, shall be governed by a separate non-disclosure agreement to be entered into by the signatories.

CLAUSE NINE – GENERAL PROVISIONS

9.1. **No Legal Binding Effect.** It is expressly agreed that this Memorandum of Understanding does not, in itself, create any legally binding relationship between the signatories and therefore represents only a formal intention to combine efforts in order to enhance the performance of their institutional activities. Any obligations shall be implemented through specific legal instruments, in full compliance with the laws applicable to each signatory.

9.2. **Compliance.** The signatories declare that they are aware of and undertake to comply with the rules on the prevention of corruption and money laundering set forth in Brazilian law, including Decree-Law No. 2,848/1940 (“Brazilian Penal Code”), Law No. 8,429/1992 (“Administrative Improbity Law”) and Law No. 12,846/2013 (“Anti-Corruption Law”), as well as the guidelines of the “State Integrity Promotion Plan”, established by State Decree No. 67,683/2023.

9.3. **Personal Data.** The collection and processing of personal data under this Memorandum of Understanding shall comply with the legal and regulatory provisions applicable to each signatory, in particular Law No. 13,709/2018 (“General Data Protection Law”).

9.4. **Intellectual Property.** The signatories agree to respect each organization’s Intellectual Property rights and acknowledge that this Memorandum does not create any Intellectual Property rights. However, should any protectable creation arise from activities conducted under this Memorandum of Understanding, the signatories acknowledge the need to enter into a specific agreement for this purpose.

9.5. **Publicity and Disclosure.** Any disclosure of this Memorandum of Understanding by the signatories may be carried out by mutual agreement, and the use of names, symbols or images that may mischaracterize the public interest or be construed as personal promotion of public officials is prohibited. The signatories shall also ensure the publication

of a summary of this Memorandum of Understanding on an official government website, where applicable.

9.6. **Communications.** Any communication or notice related to this Memorandum of Understanding may be made in writing, by email, mail or personal delivery, to the address indicated in the preamble of this instrument.

9.6.1. Any communication or notice shall be deemed delivered upon receipt or, if received on a non-business day, on the next business day.

9.6.2. If sent by email or electronic message, it shall be deemed delivered upon confirmation of receipt by the recipient or, after five (5) business days, whichever occurs first.

9.6.3. Either signatory may, by simple written notice, change the address to which communications or requests shall be sent.

9.7. **Omissions.** Any matters not provided for in this instrument shall be resolved by mutual agreement between the signatories, always aiming at the full implementation of its purpose.

9.8. Governing Law and Venue. This Memorandum of Understanding shall be governed by Brazilian law. The parties elect the courts of *[insert competent jurisdiction]* to resolve any disputes arising from this instrument that cannot be settled administratively, expressly waiving any other jurisdiction, however privileged.]

OR

9.8. Dispute Resolution. Any matter not provided for herein, as well as any disagreements regarding the application or interpretation of this Memorandum of Understanding, shall be resolved directly by the signatories, in accordance with the principle of good faith governing this instrument.]

IN WITNESS WHEREOF, the parties execute this Memorandum of Understanding in (.....) counterparts *[indicate number of copies]*, of equal form and content, in the presence of the witnesses identified below.

[Place, day, month and year]

.....
[insert name of signatory]

.....
[insert name of signatory]

Witnesses:

.....

(*[name and identification document]*)

.....

(*[name and identification document]*)