



Université de Bretagne Occidentale

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITÉ DE BRETAGNE OCCIDENTALE (FRANCE)
and the
UNIVERSIDADE FEDERAL DA BAHIA (BRAZIL)

The **Université de Bretagne Occidentale**, a French educational institution represented herein by its President Professeur Pascal Olivard and the **Universidade Federal da Bahia**, represented herein by its Rector, Prof. Dr. Paulo César Miguez de Oliveira state that have common goals in the field of teaching, research and extension and should consider developing activities through this Memorandum of Understanding; in terms of mutual interests and benefits, and for these purposes the two Universities state:

THE PURPOSE OF COOPERATION

FIRST CLAUSE

The fundamental purpose of this Memorandum is the exchange of research, extension and higher education between the Universidade Federal da Bahia (henceforth UFBA) and the Université de Bretagne Occidentale (henceforth UBO), with a view to achieving the following objectives: (i) promote, overall, the development and dissemination of education and culture and, in particular, the development of higher education, and (ii) encourage the development of learning and research based on the following activities:

- (a) Production, dissemination and management of knowledge;
- (b) Production of teaching materials;
- (c) Organization of international events involving students, professionals and academic staff from both institutions;
- (d) Development of joint international exchange programs, research, education and training, and extension (subject to national law) for students and professionals from both institutions;
- (e) The creation of options for international promotion/exposure for both institutions;
- (f) Exchange of information on faculty development, content development and format programs, teaching methods, enhancement of professional skills and abilities of students;
- (g) Enhancement of the profile of the two institutions.

ADDITIONAL AGREEMENTS

SECOND CLAUSE

The UBO and the UFBA, referred to collectively as the Partners, interested principally in establishing this cooperation, define in mutual agreement that the implementation of the Memorandum covers, among others, the following factors:

- (a) Exchange of teachers, researchers, students, professionals and administrative staff;
- (b) Joint Research by academic staff;
- (c) Production of case studies, jointly;
- (d) Exchange of scientific knowledge, specialized documentation, publications and research;
- (e) Conduct programs for undergraduate and graduate students;
- (f) Conduct collaborative executive education programs;
- (g) Collaboration and participation in academic events, conferences and lectures, in courses, seminars, workshops, etc.;
- (h) Licensing of publication, production of publications (respecting the licensing of published materials) and any other reputable activity aimed at achieving the objectives of this Memorandum materials.

SOLE PARAGRAPH

The implementation of any proposals related to these additional areas will be conducted through individual written agreements signed by the UBO and the UFBA. Cooperation and development activities can be extended beyond these activities to other fields and disciplines in which the two Partners identify common interests. Cooperation in specific areas will be designated by mutual consent and incorporated through additional specific written agreements.

THE IMPLEMENTATION OF THE COOPERATION

THIRD CLAUSE

The programs and / or projects referred to in the preceding clause will be subject to additional agreements or protocols between the two universities in which they will determine the obligations of each of the partner institutions.

FIRST PARAGRAPH

This Memorandum of Understanding establishes an agreement for continued cooperation, but not a legal, joint venture or agency relationship between the two Partners. This MOU also expresses the intention of the Partners to build a non-restrictive/exclusive alliance. Any questions regarding the interpretation or application of this Memorandum of Understanding shall be settled through consultation between the Partners or any other means that they may mutually decide. The Partners subscribe to the policy of equal opportunities and non-discrimination on the basis of age, color, disability status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, or veteran status. UBO and UFBA must respect these principles in the administration of this MOU.

FORMS OF COOPERATION

FOURTH CLAUSE

The conditions for conducting joint activities and the possibilities of use of products derived therefrom shall be determined by mutual agreement, deserving wide internal dissemination to Colleges, Hospitals, Maternity, Schools and Institutes that comprise the two Universities. Collaborative activities of this MOU will be subject to availability of funds and personnel. The Partners agree that reciprocal activities will be a first option, but may agree to alternative financing if this is considered necessary by the UBO and the UFBA. The terms of such financing shall be agreed upon in writing prior to commencement of activities.

SOLE PARAGRAPH

All persons involved in this Memorandum shall be subject to the rules of the home university. Accordingly, the selection of academic staff, students and / or technicians to undergo mobility by way of any modality from one university to the other will be undertaken according to the rules of the university of origin and with the formal acceptance of the host university.

FORMS OF FINANCING

FIFTH CLAUSE

This Memorandum is a statement of intent of which the purpose is to promote genuine relationships of mutual benefit in the field of academic collaboration and does not imply, in any instance, financial obligations for the institutions that have signed this instrument.

FIRST PARAGRAPH:

The reciprocity of the activities will be the first option, but alternative financing may be agreed upon, if deemed convenient for the parties involved. Financing terms must be agreed upon by the Partners by means of Addenda Agreements, prior to the commencement of activities.

RELATIONS BETWEEN THE INSTITUTIONS

SIXTH CLAUSE

The Partners will consult with each other before any information derived from the cooperative activities under this Memorandum is disclosed for commercial purposes. Both institutions also agree to request explicit permission to use the name of the other as an affiliate institution or to make reference this MOU at events or in printed or electronic materials.

OF THE INSTITUTIONAL REPRESENTATION

SEVENTH CLAUSE:

The principle contacts of the Schools for purposes of management of the activities conducted in the terms of this Memorandum of Understanding will be, respectively, for the UBO: the Head Manager of the International Relations Office, Professor Beatrice Thomas Tual, and for the UFBA, Superintendent of International Relations.

VALIDITY

EIGHTH CLAUSE

This MOU shall become effective upon both parties' signature and shall continue for a period of five (5) years unless terminated by either party by giving written, provided, however, that termination of this MOU shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. The Memorandum shall be renewed only through the conclusion of a new agreement.

FIRST PARAGRAPH

Any questions arising from the interpretation or application of this Memorandum will be resolved by way of direct negotiation. At any time a Party may propose the amendment or termination of the Memorandum. In case of termination, the minimum notice period shall be one year.

SECOND PARAGRAPH

This Memorandum of Understanding shall enter into force when signed by both interested Parties.

THIRD PARAGRAPH

All questions concerning the interpretation or application of this Memorandum shall be resolved through consultation between the two partner institutions.

DISCREPANCY

NINTH CLAUSE

The resolution of possible controversies inherent in the interpretation and enforcement of this Agreement will be transferred to an arbitration committee formed by the Parties signing the Memorandum or by their delegates.

Having been read by the Parties and, in accordance with the content expressed in this document, the institutions agree and sign this Memorandum in four identical copies, two in Portuguese and two in English, and each Party shall retain a copy of the Memorandum, in both legal versions.



Professeur Pascal Olivard
Président

Université de Bretagne Occidentale

Date: 05/03/2023

Professor Paulo César Miguez de Oliveira
Rector

Universidade Federal da Bahia

Date: 12/05/2023



Emitido em 20/04/2023

MEMORANDO Nº 33/2023 - AAI/UFBA (12.01.16.02)

(Nº do Protocolo: NÃO PROTOCOLADO)

(Assinado eletronicamente em 11/09/2023 13:38)

ANTONIO LUIZ KRAYCHETE SILVA

ASSISTENTE EM ADMINISTRACAO

AAI/UFBA (12.01.16.02)

Matricula: ###243#3

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