



MEMORANDUM OF UNDERSTANDING

BETWEEN

ZHEJIANG A&F UNIVERSITY - ZAFU

AND THE INTERNATIONAL COOPERATION GROUP OF BRAZILIAN
UNIVERSITIES - GCUB

The **Zhejiang A&F University - ZAFU** (hereinafter referred to as “**ZAFU**”), a provincial-level key university jointly developed by the Ministry of Agriculture and Rural Affairs, the National Forestry and Grassland Administration, and the provincial government, located at 666 Wusu St., Lin’an District, Hangzhou, Zhejiang Province, duly represented by its President, Professor SHEN Xi,

and,

The **International Cooperation Group of Brazilian Universities - GCUB** (hereinafter referred to as “**GCUB**”), a non-profit civil society association, located at the Edifício Assis Chateaubriand Bloco SRTVS 701, Lote 1, Conjunto L, Bloco 1, Sala 511, Asa Sul - Brasília - DF, Brazil - CEP: 70.340-906, duly represented for this purpose by its Executive Director, Professor Rossana Valéria de Souza e Silva,

referred to herein as the “Parties”.

Convinced of the need to promote and strengthen cooperation, the sharing of information, the improvement of research and education programs, as well as the exchange of teachers, researchers and students;

Interested in establishing and promoting regular relations in the fields related to their skills, particularly scientific and cultural in an institutionalized framework;

Considering the Educational Cooperation Agreement between the Federative Republic of Brazil and the People's Republic of China, signed on November 1, 1985; the joint statement on deepening the comprehensive strategic partnership between People's Republic of China and Federative Republic of Brazil on April 14, 2023.

Agree as follows:

ARTICLE I Objective

The purpose of this MoU is to establish a legal referential framework based on which the Parties shall promote and strengthen academic, scientific and cultural cooperation through research, education, organization and university management.

ARTICLE II Cooperation Modalities

The Parties agree that the cooperation activities referred to in this MoU shall be carried out through the following modalities:

- a) Development of joint research projects;
- b) Joint development of institutional cooperation international projects;
- c) Organization of courses in the fields related to the object of this MoU;
- d) Exchange of information, documentation and scientific publications;
- e) Exchange of teachers, researchers and technical staff in both short and long stays;
- f) Undergraduate and Graduate student mobility;
- g) Joint organization of conferences, seminars, symposia and other events related to the Parties' interest;
- h) Any other modality of cooperation the Parties agree upon.

§1 - The operation of this MoU is not conditioned to the establishment of projects in all forms of cooperation referred to in this Article.

§2 - The Parties shall not be obliged to cooperate on those activities in which there is a ban under domestic law, institutional rules or custom.

ARTICLE III **Competencies**

The Parties commit to monitor the cooperation modalities derived from this MoU, with absolute respect to their respective competences, regulations, institutional policies and applicable national legislation.

ARTICLE IV **Specific Cooperation Programs**

I - The Parties shall formulate cooperation programs that describe specific activities or projects to be developed. These, once formalized, will be an integrant part of this MoU, and shall include the following information:

- a) Objectives;
- b) Chronogram;
- c) Allocation of human and material resources;
- d) Means of funding;
- e) Responsibilities of the Parties;
- f) Publication of results;
- g) Any information the parties consider relevant.

II - The personnel appointed by each of the Parties to carry out the cooperation activities referred to in this MoU will continue under the direction and dependence of his/her institution of origin, once the cooperation activities under this MoU do not create labor relationship with the other Party, which cannot be considered as employer or substitute employer.

III - The Parties shall provide the necessary guidance and support relating to the measures of entry, stay and departure from the territory for the personnel formally involved in the cooperation activities derived from this MoU. These participants will undergo migratory, tax, customs, health and national security provisions in the host country and may not engage in activities other than their



duties without prior authorization of the competent authority. The participants shall leave the host country in accordance with its laws and provisions.

IV - The Parties shall ensure that the people involved in the cooperation activities referred to in this MoU have insurance with social, medical, hospital, and laboratory coverage, which also includes funerary repatriation.

ARTICLE V Funding

The Parties shall seek alternative means to finance cooperation activities referred to in this MoU in accordance with its financing availability and the provisions of its national legislation and mutually agreed upon in writing.

ARTICLE VI Intellectual Property

In case products of commercial value and/or intellectual property rights resulting from the cooperative activities undertaken under this MoU, these will be ruled by the applicable laws on the matter in each country, as well as by international agreements binding to the Federative Republic of Brazil and the People's Republic of China.

Exchanges and diffusion of publications, documents, teaching materials, audiovisual and computer materials shall occur in accordance with the law applicable in each of the Parties, particularly those related to copyright and intellectual property.

ARTICLE VII Coordination and Follow-up Mechanisms

In order to afford a more efficient instrumentation of this MoU, each Party shall establish a Coordinator who will monitor the cooperation activities within thirty (30) days after its signature.

The Coordinator is in charge of the following duties:

- a) To establish an annual program of activities, with meetings happening alternately at the headquarters of each Parties, unless agreed otherwise;
- b) To propose specific cooperation programs complementary to this MoU;
- c) To coordinate the exchange of academics with teaching, research and advisory purposes;
- d) To specify for the administrative staff from both Parties the communication procedures and their commitment to this MoU;
- e) To evaluate the cooperation activities carried out under this MoU;
- f) To elaborate reports on the progress of the activities carried out under this MoU;
- g) any other duty the Parties agree upon.

ARTICLE VIII Final Dispositions



This MoU is valid from the date of its signature and shall be valid for five (5) years. It may be renewed for a further five (5) years period by mutual written agreement between the Parties.

This MoU may be modified by mutual consent, formalized through written communications in which they specify the dates they will come into force.

The early termination of this MoU will not affect the completion of projects or programs of cooperation that have been formalized during the effective duration of this MoU.

This MoU is signed in two (2) original copies in English, all texts being authentic.

28 / 06 2023

Rossana Valéria de Souza e Silva, PhD
Executive Director
International Cooperation Group of
Brazilian Universities - GCUB

SHEN Xi, PhD
President
Zhejiang A&F University