



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is dated 10 March 2023 and is made between:

1. Glyndŵr University, Charity registration number 1142048, registered office at Plas Coch, Mold Road, Wrexham herein referred to as ‘**Glyndŵr**’ and shall mean and include its successors and assigns. Glyndŵr is represented by Pro Vice Chancellor, Professor Aulay Mackenzie.
2. Universidade Federal do Espírito Santo, located at Av. Fernando Ferrari, n. 514, Goiabeiras, Vitória/ES, CEP 20.075-910, Brazil, Identification number CNPJ-MF 32.479.123/0001-43, herein referred to as ‘**UFES**’ and represented by its Rector, Paulo Sergio de Paula Vargas, PhD, Brazilian, married, nominated by the President of the Republic in the Brazilian Official Gazette of March 23<sup>rd</sup>, 2020.

### **Whereas:**

- A. The parties wish to enter into a collaborative relationship for the development of activities resulting in student and staff mobilities with cooperation between both institutions for further research and other academic and cultural activities, to hereby resolve to execute this MOU.
- B. This MOU sets out the principles under which the parties intend to co-operate.
- C. For the purposes of this Understanding shall be jointly referred to as the **PARTIES** (**‘Parties’**).
- D. The parties recognise the benefit of collaboration between educational institutions and professional training consultancies with a view to utilising each other’s special skills, knowledge and experience for providing quality experience and education to students at both undergraduate and postgraduate level.

- E. Senior representatives of the parties to this MOU have met and have had the opportunity to exchange information concerning the qualifications, experience and resources of their respective institutions and also to exchange on their respective policies and objectives.
- F. Such exchanges have been most cordial and resulted in a mutual confidence and the belief that the parties may work together harmoniously in relation to the areas of cooperation outlined in this document.

**Now it is hereby agreed as follows:**

## **1. INTERPRETATION**

- 1.1. This MOU is not a legal binding document (save as expressly set out herein) but reflects the aspirations of both Parties to continue to develop the relationship with the aim of producing a formal agreement (if required) regarding future co-operation between both Parties. As such, this MOU acts as a guideline to the development of a more formal agreement (if required) which would supersede this MOU.

## **2. DEFINITIONS**

- 2.1. In this MOU, the term 'Initial Period' shall have the meaning of 3 (three) years.

## **3. PURPOSE OF UNDERSTANDING**

- 3.1. The parties wish to collaborate in the following area:
  - 3.1.1. Exchange of students;
  - 3.1.2. Exchange of teaching staff and researchers;
  - 3.1.3. Joint development of research projects;
  - 3.1.4. Joint organisation of cultural events;
  - 3.1.5. Exchange of information and academic publications;

## **4. DUTIES AND RESPONSIBILITIES OF THE PARTIES**

- 4.1. Both PARTIES will:
  - 4.1.1. Identify a Senior Manager to take overall responsibility for the successful development of this relationship including the production of a working plan leading to the drafting of any formal agreement.

- 4.1.2. Identify a staff member to be the main contact point for all general enquiries, administrative needs and for the coordination of activities leading to the development of the working plan.
- 4.1.3. Aim to respond to all enquiries and reasonable service needs in a timely and effective manner.
- 4.1.4. Bring to the attention of all PARTIES any issue which may affect the nature of the relationship or the conditions of any future agreement.
- 4.1.5. Continue to supply any relevant information (on, for example, curricula, service facilities etc.) that is deemed necessary by the PARTIES for the on-going development of the relationship, the production of the working plan, the drafting of the formal agreement, and for assessing the adequacy and suitability of the formal agreement prior to its approval.
- 4.1.6. Not pledge the credit of the other PARTY or both PARTIES in any way without prior approval in writing.
- 4.1.7. Not use the name and references of each other (e.g. for the purposes of publicity) without prior written approval. The copy content and layout matter of such publicity shall be exchanged between the PARTIES for approval prior to release.
- 4.1.8. Seek permission and guidance from any relevant internal (e.g. committees) or external bodies (e.g. professional associations and government regulatory authorities) to ensure that the relationship and any formal agreement is appropriately reviewed and approved.
- 4.1.9. Bear their own costs of any activity relating to this MOU, unless agreed in writing (in advance) or detailed separately and specifically in this document.
- 4.1.10. Maintain strict confidentiality of all information as may come to the knowledge of either of the PARTIES during their performance under this Memorandum of Understanding.

**4.2. Glyndŵr University will:**

- 4.2.1. Undertake due diligence and approval processes.

**4.3. Universidade Federal do Espírito Santo will:**

- 4.3.1. Provide staff and students for the academic cooperation activities, as well as university rooms for the development of activities.

- 4.4. The terms and conditions of any specific programme or activity shall be recorded in a formal agreement outlining the commitment of both parties and approved by the appropriate authorities within the parties before activity commences.

## **5. CONFIDENTIALITY**

This clause is intended to be legally binding.

**5.1.** The parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.

**5.2.** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, business or affairs of the other party except as permitted below.

**(a)** Each party may disclose the other party's confidential information:

- (i)** To its employees, officers or advisors who need to know such information for the purposes of carrying out this MOU. Each party shall ensure that its employees, officers or advisors to whom it discloses the other party's confidential information comply with this clause; and
- (ii)** As may be required by law, court order or any governmental or regulatory authority.

**5.3.** No party shall use any other party's confidential information for any purpose other than to perform its obligations under this MOU.

## **6. INTELLECTUAL PROPERTY**

**6.1.** The parties agree that any intellectual property that is developed as a result of the collaborative activity/arrangement will be dealt with by appropriate written agreements at the relevant time.

## **7. BRAND AND LOGO**

This clause is intended to be legally binding. Neither Party to this MOU shall use or refer to the name, logo of the other Party without prior written consent of that other Party (such consent not to be unreasonably withheld or delayed). The Parties shall immediately cease to use in any manner whatsoever such materials and the logo's, trademarks or other intellectual property rights of the other Party upon termination or expiry of this MOU for any reason.

## **8. CONTACT PERSONS**

Each party will designate a co-ordinator to manage and monitor the activities described above

**For Glyndŵr:**

Name Katy Davenport  
Address Glyndŵr University,  
Mold Road, Wrexham,  
Wales, UK, LL11 2AW  
Telephone 0044-1978293031

**For Universidade Federal do Espírito**

**Santo:**

Name: Prof. Hugo Cristo  
Address Av. Ferrnando Ferrari, 514,  
Vitória/ES  
Brazil, 29.075-910  
Telephone: +55 27 99253-4365

These contacts may only be amended by notification in writing by the relevant Party to the other Party.

**9. GENERAL**

- 9.1.** The parties agree that they will comply with the relevant rules, regulations, policies and procedures of the other organisation to the extent necessary for the purposes of the implementation and operation of this MOU.
- 9.2.** This MOU will come into force on the date stated above and will remain in force for a period of 3 years as the initial period thereafter, unless terminated in accordance with clause 9.3. It will be subject to review three months (90 days) prior to the expiry of the initial period to decide if their collaboration should be extended or terminated. Any extension will be subject to a review of the MOU.
- 9.3.** This MOU can be terminated by either party on giving at least one (1) months' notice in writing to the other during the Initial Period.
- 9.4.** The terms of this MOU can be amended by mutual agreement in writing of the parties.
- 9.5.** The parties agree that, save as expressly set out herein the signing of this MOU does not create any legally binding obligations between the parties.
- 9.6.** This clause is intended to be legally binding. This MOU will be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
- 9.7.** the parties agree that they each will be responsible in ensuring that a risk assessment on the activities to be undertaken by its staff, members or students is undertaken

prior to any exchange or travel and adequate and appropriate insurance is in place for their own student, member or staff to cover those activities.

**For and on behalf of  
GLYNDŴR UNIVERSITY**

**For and on behalf of  
Universidade Federal do Espírito Santo**

Signed:



**Prof. Aulay Mackenzie**

Pro Vice-Chancellor

Date: 10 March 2023

Signed: .....

**Prof. Paulo Sergio de Paula Vargas**

Rector

Signed: .....

**Prof. Yuri Luiz Reis Leite**

Head of the International Office

Date: .....