

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING by and between the UNIVERSIDADE DE SÃO PAULO, in the interest of Faculdade de Medicina da USP – FMUSP, Brazil and COLLEGE OF CHINESE MEDICINE, CHINA MEDICAL UNIVERSITY, The Republic of China (Taiwan), which aims at promoting academic cooperation between the Parties.

The **UNIVERSIDADE DE SÃO PAULO**, in the interest of **Faculdade de Medicina da USP**, located at Av Dr Arnaldo, 455, São Paulo, Brazil, herein represented by its Dean, Prof Dr Eloisa Silva Dutra de Oliveira Bonfa, and **CHINA MEDICAL UNIVERSITY**, in the interest of **COLLEGE OF CHINESE MEDICINE**, herein represented by its Dean, Prof. Hung-Rong Yen, M.D., Ph.D., located at No. 91, Xueshi Road, North District, Taichung City 404328, Taiwan (R.O.C.), based on the shared understanding that cooperation between both institutions will further research and other academic and cultural activities, do hereby resolve to execute the present Memorandum of Understanding.

SECTION 1 – PURPOSE

The Faculdade de Medicina DA UNIVERSIDADE DE SÃO PAULO and COLLEGE OF CHINESE MEDICINE, CHINA MEDICAL UNIVERSITY agree to promote academic cooperation between both institutions, in areas of mutual interest, by means of:

1. exchange of teaching staff and researchers;
2. joint development of research projects;
3. joint organization of scientific and cultural events;
4. interchange of information and of academic publications;
5. exchange of students;
6. exchange of members of their technical and administrative staffs;
7. shared courses and subjects.

SECTION 2 – IMPLEMENTATION

For the purpose of implementing each specific cooperation activity, both institutions shall prepare a work program describing the forms, the means, and the respective responsibilities, which shall thereupon be the object of a specific Agreement, to be executed by the concerned parties.

SECTION 3 – FUNDING

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.

SECTION 4 – REQUIREMENTS

The scholars and students taking part in the cooperation programs hereunder shall comply with the immigration requirements of the country of the host university and shall contract international medical and hospital insurance covering their stay abroad.

SECTION 5 – ACADEMIC FEES

The exchange students involved in exchange programs shall pay their academic fees, if any, at their home institution.

SECTION 6 – INTELLECTUAL PROPERTY RIGHTS

Each Party shall own all IP which is generated by its staff, students, and agents pursuant to this MoU. Considering that this MoU is important to the progress of science and to the production of knowledge, the parties agree to provide mutual licenses without costs for each one to make use of IP for non-commercial academic activities inside the institutions.

In the event that both Parties are responsible for jointly generating IP, such IP shall be jointly owned in accordance with the inventive contribution made by each Party, by means of the settlement of a specific Agreement.

If such IP is capable of commercial exploitation, neither Party shall exploit without the consent of the other and on terms to be agreed by means of a specific Agreement.

SECTION 7 – PUBLICATION

Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give 30-day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate agreement.

SECTION 8 – CONFIDENTIALITY

This MoU and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential (Confidential Information). The Confidential Information shall not be used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

Neither Party will be in breach of any obligation to keep any Confidential Information or not to disclose it to any other party to the extent that it:

- i. is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
- ii. is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
- iii. has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- iv. has been independently developed by the Partner making the disclosure; or
- v. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
- vi. is approved for release in writing by an authorised representative of the Party whose information it is.

In the execution of this MoU both Parties shall observe the legislative and regulatory framework in their respective countries.

SECTION 9 – EFFECTIVE TERM

This Memorandum of Understanding shall become effective on the date of its execution and shall remain effective for a period of **five years**. Upon the completion of this term, the Memorandum of Understanding may be reedited, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement.

SECTION 10 - AMENDMENTS

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory parties.

SECTION 11 – COORDINATION

As coordinators for this Memorandum of Understanding are appointed, on behalf of FMUSP, Prof Wu Tu Hsing, MD, PhD; and on behalf of COLLEGE OF CHINESE MEDICINE, CHINA MEDICAL UNIVERSITY, Prof. Hung-Rong Yen, M.D., Ph.D.

SECTION 12 – TERMINATION

This Memorandum of Understanding may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for the closing of each one of the programs affected by the termination, provided, however, that the activities in course at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

SECTION 13 – SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under the performance or in the construction of this Memorandum of Understanding, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third-party natural person, to act as mediator.

And having thus agreed and covenanted, the parties execute this Memorandum of Understanding in two (2) identical counterparts in each version, in English and in Portuguese, to one and same effect.

FACULDADE DE MEDICINA
UNIVERSIDADE DE SÃO PAULO

DA COLLEGE OF CHINESE MEDICINE,
CHINA MEDICAL UNIVERSITY

Eloisa Silva
Dutra de
Oliveira Bonfa

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Eloisa Silva Dutra de Oliveira Bonfa, MD,
PhD

Dean

Date:

Hung-Rong Yen, M.D., Ph.D.

Hung-Rong Yen, M.D., Ph.D

Dean

College of Chinese Medicine

Date:

Feb 27, 2024