

**LETTER OF UNDERSTANDING BETWEEN  
THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT (CNPq),  
OF THE FEDERATIVE REPUBLIC OF BRAZIL  
AND THE VLAAMSE INTERUNIVERSITAIRE RAAD  
(FLEMISH INTERUNIVERSITY COUNCIL - VLIR),  
OF BELGIUM**

The National Council for Scientific and Technological Development (CNPq), public foundation instituted by the Law n° 6.129, of November 6, 1974, linked to the Ministry of Science, Technology and Innovation - MCTI, of the Federative Republic of Brazil, with headquarters in Brasilia, DF, at SHIS QI 1 Conjunto B CEP 71605-190, registered at CNPJ/MF under the number 33.654.831/0001-36, in this act represented by its President Glaucius Oliva, resident in the city of Brasilia - DF, in the use of the faculties conferred by *Portaria* n° 341, of the Presidency of the Republic, published in the Official Gazette of the Union - DOU, Section 2, on 25<sup>th</sup> of January, 2011,

and

the Vlaamse Interuniversitaire Raad (VLIR), established by the decree of 21<sup>st</sup> December 1976, approved by Royal Decree on 18<sup>th</sup> October 1978, in this act represented by its President, Prof. Dr. Paul Van Cauwenberge.

henceforth called **Parties**, recognising the importance of fostering scientific and technological cooperation between Brazil and the Flemish Speaking Community of Belgium and desiring to strengthen this cooperation on the basis of mutual benefit,

Have agreed as follows:

**FIRST CLAUSE**  
**ON THE OBJECT**

The **Parties** commit themselves to develop and strengthen their collaboration in the field of scientific and technological research, in accordance with their own programmes and those jointly approved. Such collaboration will be carried out through the development of projects and activities, which will form an integral part of the programmes for scientific and technological cooperation considered by this instrument, with emphasis on innovation and entrepreneurship, as defined by the Parties and in conformity with their internal rules.

**SECOND CLAUSE**  
**ON THE COOPERATION FORMS**

The **Parties** will promote such cooperation through the following mechanisms, in conformity with their international responsibilities and with the national legislation and other rules in force in their respective countries:

- a) exchange of students and researchers aiming at the promotion of research, consultation and exchange of experiences, and capacity building and training within R&D joint research projects;
- b) organization of scientific and technological seminars, workshops, symposia and other meetings of mutual interest, so as to promote the interaction between relevant institutions

- and research groups of both countries, with a view to identifying the prospects for cooperation;
- c) information exchange of joint R&D policies and strategies.
  - d) access to facilities and resources;
  - e) other forms of scientific and technological cooperation agreed by the **Parties**.

### THIRD CLAUSE ON THE FORMALIZATION OF THE PROGRAMMES

In order to implement this Letter of Understanding, both **Parties** agree to establish joint programmes of cooperation by means of meetings of delegations of both **Parties** or through the exchange of correspondence.

**FIRST SUB-CLAUSE** The necessary mechanisms for the planning and implementation of programmes and projects carried out under this Letter of Understanding will be established by means of exchange of correspondence between the **Parties**, in conformity with their internal rules. These mechanisms will be effective after the proponent has received a clear acceptance from the other Party.

**SECOND SUB-CLAUSE** Such programmes should be supplemented or reviewed periodically and should state the preferential areas for the cooperation, as well as the actions to be developed and the necessary mechanisms for their planning and execution.

### FOURTH CLAUSE ON THE USE OF BIODIVERSITY


In the case of bilateral activities that involve the use of biodiversity the **Parties** agree to observe their respective national legislation.

### FIFTH CLAUSE ON THE INTELLECTUAL PROPERTY

The **Parties** agree that any intellectual property rights accrued in the process of implementing this Letter of Understanding will be subject to the regulations and laws applicable in each country as well as to international conventions on intellectual property rights to which both countries are parties and the clauses and conditions here established.

**FIRST SUB-CLAUSE** The intellectual property rights on any creation, which may result from the activities related to the cooperation foreseen under this Letter of Understanding, will be property of the research institutions that execute this cooperation and shall be established in a specific contract to be signed by them with the awareness of the signatory **Parties** of this Letter of Understanding.

**SECOND SUB-CLAUSE** The participation in the results of the commercial exploitation of the intellectual property rights, including those transferred to third parties, will be defined in contract to be signed by the owner institutions of these rights, and where appropriate with the **Parties** of this Letter of Understanding.



**SIXTH CLAUSE**  
**ON THE FINANCING OF PROGRAMMES AND PROJECTS**

Each Party shall take the necessary measures to obtain the financial means to ensure the execution of the approved programmes and projects. These financial means will be part of the mechanisms mentioned in the First Sub-Clause of the Third Clause.

**FIRST SUB-CLAUSE** The **Parties** agree to elaborate a specific working programme to regulate the exchange of undergraduate students, doctoral students and postdoctoral researchers, in order to define the sharing of responsibilities, obligations and costs derived from the implementation of this modality of cooperation.

**SEVENTH CLAUSE**  
**ON THE HEALTH AND MEDICAL INSURANCE**

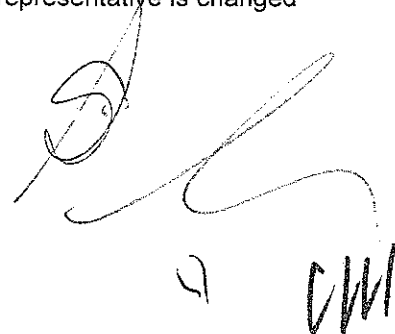
Each Party will provide adequate health and medical insurance for their students and researchers. The host Party shall not be responsible for any reimbursement concerning medical assistance.

**EIGHTH CLAUSE**  
**ON THE PROHIBITION OF LABOUR RELATIONSHIP**

The visiting students and researchers must not develop any kind of activity, unless related to their mission and no labour relation can be established between the visiting students and researchers and the host and funding institution, neither can the host or funding institution substitute the origin institution for labour and subordination effects.

**NINTH CLAUSE**  
**ON THE REPRESENTATIVES**

The **Parties** shall nominate representatives, who will be responsible for the co-ordination, execution and follow-up of the activities related to this Letter of Understanding and for the negotiations and correspondence exchanges between the **Parties**. Both **Parties** commit themselves to maintain these representatives enabled to fulfil their responsibilities, according to this Clause, and to communicate immediately to the other Party whenever its representative is changed or substituted.



Handwritten signature and initials, including the letters 'CWI'.

**TENTH CLAUSE**  
**ON THE VALIDITY AND DENOUNCEMENT**

This Letter of Understanding shall become effective on the date of its signature and shall be valid for a period of 5 (five) years and will be automatically renewed for equal periods unless one of the **Parties** informs the other in writing of its decision to denounce it. The denunciation will be effective six months after the date of receipt of its notification.

**SUB-CLAUSE** The denouncement of this Letter of Understanding shall not affect the programmes and projects undertaken in the scope of this instrument and not totally concluded at the moment of its expiration. In this case, the **Parties** will provide, in their budgets, funds for the full completion of the projects not totally concluded.

**ELEVENTH CLAUSE**  
**ON THE AMENDMENTS**

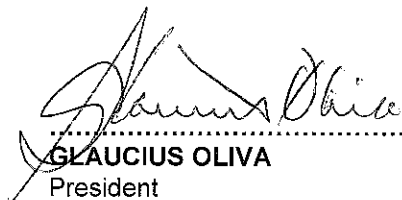
This Letter of Understanding may be amended by mutual consent of the **Parties** by exchange of correspondence. The amendments agreed upon will be into force on the date that the reply letter to the amendments proposed is received.

**TWELFTH CLAUSE**  
**ON THE CONTROVERSIES**

Any controversy, which may arise during the implementation of this Letter of Understanding, shall be solved by means of negotiation or exchange of correspondence between the **Parties**.

Made up in four originals, two in the Portuguese language and two in the English language, being all texts equally authentic.

**FOR THE NATIONAL COUNCIL FOR  
SCIENTIFIC AND TECHNOLOGICAL  
DEVELOPMENT - CNPq:**

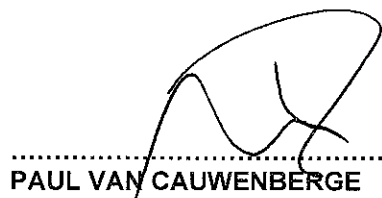
  
.....  
**GLAUCIUS OLIVA**  
President

Date of signature:

In the presence of:

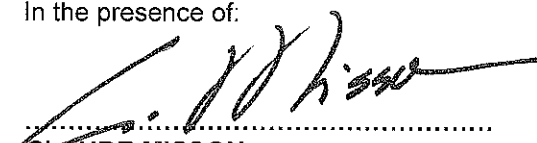
  
.....  
**MARCIO RAMOS DE OLIVEIRA**  
Coordinator for International  
Cooperation

**FOR THE VLAAMSE INTERUNIVERSITAIRE  
RAAD (VLIR):**

  
.....  
**PAUL VAN CAUWENBERGE**  
President

Date of signature:

In the presence of:

  
.....  
**CLAUDE MISSON**  
Ambassador of Belgium