

Memorandum of Understanding

Between

The Portuguese Foundation for Science and Technology

And

**Imperial College of Science, Technology and Medicine
on**

Cooperation in the fields of Higher Education and Scientific Research

The Portuguese Foundation for Science and Technology hereinafter referred to as "FCT, I.P.", and Imperial College of Science, Technology and Medicine of hereinafter referred to as ("Imperial College London"), each a party ("Party") and together the parties ("Parties");

CONSIDERING the positive development of the relationship between Portugal and the United Kingdom, and the importance of promoting cooperation in scientific and technological research between the Portuguese Scientific Community and Imperial College London, and wishing to strengthen these research collaborations on the basis of equality and mutual benefit;

DESIRING to develop and strengthen academic and scientific research collaboration between Portugal and the United Kingdom; and to promote initiatives for collaboration in scientific research and technological development in priority areas of interest to both Parties, fostering bilateral cooperation;

RECOGNISING that Portugal and the United Kingdom are pursuing academic, research and technology activities in many scientific areas of common interest, and that further participation in each other's research and development activities on the basis of reciprocity will provide mutual benefits; and

INTENDING to foster the development of academic and scientific cooperation between Portuguese universities and scientific research institutes and Imperial College London;

HAVE REACHED the following understanding:

1. Objectives for Cooperation

The main objective of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to develop and implement a Joint Research Collaborative Program between the FCT, I.P. and Imperial College London, namely by:

- (a) Establishing inter-institutional cooperation and relations between the Parties, in order to pool their efforts, on the technical, financial and human resources with an intention to develop the higher education and scientific research cooperation; and
- (b) Facilitating the identification of specific projects and collaborations between the Parties that could lead to research and innovation cooperation.

Except where expressly stated, this MoU does not intend to create any legally binding obligations, or any relationship of employment, agency and partnership between the Parties. Nonetheless, by this MoU, the Parties express their desire for a continued and mutually beneficial collaborative relationship between them.

2. Scope of the Joint Research Collaborative Program

Both Parties agree to support, through this MoU, a research programme open across all areas of research, under which academics across both sides will develop, and submit, joint applications, in accordance with commonly agreed framework for submission and evaluation of said applications. The following areas have been identified as priorities: cancer research; infectious diseases; oceans and maritime research; climate change; nanotechnology; space data science.

Both Parties also recognise the importance of fostering truly international collaboration and capacity building, particularly by making use of existing networks with in Africa and South America and encouraging joint research and innovation activities in the area.

3. Actions included in the Joint Research Collaborative Program

To develop the Joint Research Collaborative Program, the Parties will pursue, among others decide jointly, the following actions, in accordance with their available budgetary funds through:

- Exchange and support to experts, researchers and specialists on issues of common interest, in the framework of joint research actions and technological innovation;
- Development of joint and coordinated scientific research actions and technological innovation, jointly funded in areas of common interest;
- Organization of conferences, workshops, seminars and scientific meetings on topics of interest to both Parties;
- Organization of missions with participation of professional, technical and/or entrepreneurs working in areas of common interest;
- Development of joint studies in areas of common interest;
- Exchange of research and innovation policies and information;
- Other actions mutually agreed; and
- Investigate joint formats to support collaborative PhD mobility programmes.

Both Parties agree to establish a joint committee, which should hold meetings regularly to provide leadership, direction and operating plans for the international cooperation, as well as identifying specific themes considered to be of strategic importance to both parties and to evaluate further joint research actions or initiatives under this MoU.

While the Parties acknowledge the core objectives set out above, the Parties agree that any specific arrangements in pursuance of these general objectives will be subject to the normal review and approval processes at each institution and if approved, will be implemented by further signed agreements.

4. Funding and Resources

The actions referred to under this MoU will be financed with funds allocated under the budgets of the Parties. Each Party will pay its own costs relating to the negotiation, preparation, execution and implementation of any further agreements between the Parties.

The funds for these activities are subject to the laws governing the organization and structure of the Parties as well as to their internal law.

5. Intellectual Property Rights

The Parties agree to respect each other's rights to intellectual property and any confidential information designated as such at the time of disclosure (including, for the avoidance of doubt, not to disclose any such confidential information to any third party (unless required by law) without the other Party's prior written consent). This clause is legally binding.

Protection and exploitation of any intellectual property rights ("IPR") that arise under this MoU will be agreed on a case-by-case basis, after consideration of officially laid down IPR policies of the Parties. For the avoidance of doubt, nothing in this MoU shall affect any Party's existing IPR and, accordingly, any existing IPR of a Party are and shall remain the exclusive property of that Party (or, where applicable, the third party from whom its right to use such intellectual property rights have derived). This clause is legally binding.

6. Interpretation

Any question arising out of the interpretation and/or implementation of the MoU will be settled amicably through consultations and/or negotiations between the Parties.

7. Amendments

The MoU may be amended at any time by mutual written consent of the Parties.

8. Effects

The MoU will come into effect on the date of its signature and will remain in force for a period of three (3) years. Thereafter, it will be renewable for further periods by mutual written consent of the Parties.

Either Party may terminate the present MoU by giving a written notice of its intention to terminate it to the other Party at least six (6) months' in advance.

The early termination of this MoU will not affect collaborative actions under Article 3 of this MoU which are already approved or under implementation, for which purpose the Parties shall maintain in their budget allocations for them, for the period of execution.

9. General

Imperial College London has set out the values which it expects from its staff and students in its Code of Ethics ([http://www.imperial.ac.uk/media/imperial-college/administration-and-support-services/legal-services-office/public/what-we-do/Ethics-Code-\(June-2016\).pdf](http://www.imperial.ac.uk/media/imperial-college/administration-and-support-services/legal-services-office/public/what-we-do/Ethics-Code-(June-2016).pdf)), and it seeks collaborators who share these values.

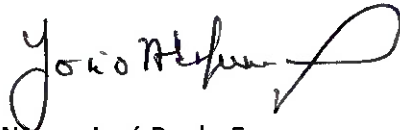
Each Party agrees to appoint an overall coordinator for the administration of the MoU, to be designated until two months after the signature of the MoU. The coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of exchange personnel. All notices under this MoU must be sent to the relevant overall coordinator.

Neither Party will make any public announcement or press release regarding this MoU, or use the name or trademarks of the other Party, without the other Party's prior written consent. This clause is legally binding.

10. Signatures

This MoU is celebrated in two (2) original copies in the English language, each original copy being held by each signatory Party.

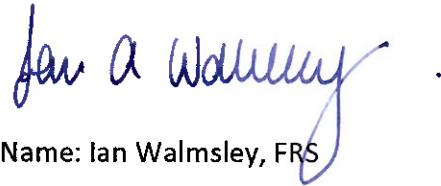
For the Portuguese
Foundation for Science and Technology



Name: José Paulo Esperança
Designation: Vice-President of the Board
Directors

Date: 18th July 2019

For Imperial College of Science,
Technology and Medicine



Name: Ian Walmsley, FRS
Designation: Provost

Date: 18th July 2019

