

**Memorandum of Understanding
between
the National Science Foundation
of the United States of America
and
the Federal Agency for Support and Evaluation of Graduate Education
of the Federative Republic of Brazil
on Dimensions of Biodiversity**

The National Science Foundation of the United States of America (NSF) and The Brazilian Federal Agency for Support and Evaluation of Graduate Education of the Federative Republic of Brazil (CAPES) (hereinafter referred to as "the Participants") :

Considering the Agreement between the United States of America and the Federative Republic of Brazil relating to Cooperation in Science and Technology, signed on February 6, 1984, at Brasília, as amended and extended (hereinafter "the S&T Agreement"); and

Considering the mutual interest in deepening academic cooperation between Brazilian institutions and the National Science Foundation in order to promote development in the full range of scholarly disciplines in both countries and to develop activities in partnership for the Dimensions of Biodiversity program of research and associated infrastructure;

Have reached the following understandings:

SECTION I – OBJECT

1. This Memorandum of Understanding (MoU) is intended to establish the CAPES/NSF Program, in order to deepen the cooperation among Brazilian and U.S. academics and researchers.
2. Intended areas of cooperation include those that are mutually beneficial to the scholarly and scientific communities of both countries.
3. The Participants intend to develop activities in partnership within or related to the Dimensions of Biodiversity program of research and associated infrastructure.
4. This MoU is to be an implementation of and should be interpreted consistent with the S&T Agreement.
5. Nothing in this MoU is intended to give rise to rights or obligations under international law.

SECTION II – OBJECTIVES

The objectives of this MoU are to develop partnership activities that may include, but may not be limited to:

- a. The exchange of students;
- b. The exchange of scientists and scholars;
- c. Joint research projects;
- d. University partnerships;
- e. Seminars, workshops and conferences;
- f. The digitization of biological collections; and
- g. Other forms of cooperation as may be mutually identified.

SECTION III – FINANCE

Each Participant intends to facilitate cooperative activities through their regular funding programmes.

SECTION IV – INTELLECTUAL PROPERTY

The protection of intellectual property created or furnished in the course of activities under this MoU, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this MOU should be consistent with the provisions of Annex I of the S&T Agreement.

SECTION V – VALIDITY

The MoU is intended to take effect on the date of its signature for a period of five years, at which time it may be extended by mutual consent of the Participants.

SECTION VI – MODIFICATIONS

This MoU may be modified at any time, by mutual decision of the Participants.

SECTION VII – CESSATION

The MoU may be discontinued by either of the Participants at any time, and a Participant should endeavour to notify the other Participant at least ninety (90) days before the discontinuation is to come into effect. Any such cessation should not affect projects already underway, except when both Participants jointly decide otherwise.

Signed at Brasília on the _____ of _____, 2011, in duplicate, in the English and Portuguese languages.

**For the National Science Foundation
of the United States of America:**



**For the Federal Agency for Support
and Evaluation of Graduate Education
of the Federative Republic of Brazil
(CAPES):**

