



Memorandum of Understanding for Scientific Collaboration
between
The Centre National de la Recherche Scientifique
and
The National Research and Innovation Agency

The **Centre National de la Recherche Scientifique**, hereafter referred to as **CNRS**, a public scientific and technological organization, whose registered address is 3, rue Michel Ange, 75794 Paris cedex 16, France, represented by its President and CEO, **Antoine Petit**

AND

The **National Research and Innovation Agency**, hereafter referred to as **ANII**, a government entity that promotes financing for research projects, national and international postgraduate scholarships and incentive programs for innovative culture and entrepreneurship, both in the private and public sector, whose registered address is Av. Italia 6201 Edificio Los Nogales, Montevideo, Uruguay, represented by its President, **Fernando Brum**.

Both hereinafter referred to as the “Parties” collectively or “Party” individually,

CONSIDERING

The Parties have agreed as follows, recognizing the importance of establishing a close cooperative relationship between the two Parties, with a view to the further development of both organizations.

1. PURPOSE

The purpose of this MOU is to define the means of cooperation between CNRS and the ANII to facilitate the exchanges of scientific information, and to define and implement cooperation on priority subjects of the Parties.

2. SCOPE AND FORMS OF COOPERATION

The Parties agree to promote the cooperation in all fields of science after discussion between the Parties and by mutual agreement of both Parties.

To this effect, both Parties may promote:

- a) The exchange of researchers.
- b) The exchange of technical information.



- c) The organization of joint conferences, seminars, short-term training courses.
- d) The definition and implementation of joint research projects.
- e) Joint publications of research results.
- f) Other scientific co-operation as mutually agreed.

The Parties will have regular and/or occasional meetings to discuss possible subjects for future cooperation and to decide on the joint seminars and the implementation of joint cooperation on priority subjects of mutual interest to both Parties.

2.1 Exchange of Research Personnel

Both Parties may exchange personnel in the fields of mutual interest. The number of personnel to be dispatched, the purpose, time and period of dispatch, and other terms and conditions thereof shall be decided on a case basis after mutual consultation.

2.2. Exchange of Technical Information

Technical information in reproduced form such as periodicals, books, non-proprietary reports and other references shall be furnished when specifically requested by each Party.

2.3 Organization of joint conferences, seminars, short-term training courses

Seminars may be organized, either in France or Uruguay, to allow academic and research staff to exchange information on a subject of mutual interest.

The Parties shall agree on the themes of these seminars and shall appoint, for each seminar, two coordinators, one of each Party, to be in charge of its organization.

At the end of the seminar, the coordinators shall send a report to the Parties.

2.4 Definition and implementation of joint research projects

The research activities may be based on joint research projects set up by researchers of either Party. When a proposition is considered as satisfactory by the Parties, they shall decide jointly to implement it.

Research activities including the structuring of collaboration by way of CNRS international tools or any other form of partnerships, will be promoted and implemented jointly when both the governance and the staff of both Parties find it mutually beneficial.

The subject and content of such activities shall be discussed and reviewed in advance through mutual consultation before reaching written agreements including intellectual property rights.

When the Parties agree on a proposition that leads to mutual benefit based upon this MOU, the Parties will jointly work on its implementation.



The Parties shall conclude a specific agreement stipulating detailed provisions for each cooperative scientific and technological project pursuant to this MOU (hereinafter referred to as “Joint Research”).

2.5 Joint publications of research results

It is contemplated that results of the Joint Research will be jointly published. However, the ANII and CNRS each separately reserve the right to publish their own information and data generated by this sole Party in the course of the Joint Research. Authorship of results of the Joint Research will be based on contributions to the Research Program, in accordance with academic standards and custom.

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Parties undertake to treat all information communicated under this MOU or their collaboration as strictly confidential and not to disclose the received information to third parties. Each of the Parties undertakes to promptly report all results jointly obtain under this MOU to the other Party.

Unless otherwise agreed in a separate Agreement, the results jointly obtain under this MOU shall be the joint equal ownership of the Parties.

The Parties shall agree on the protection of the joint results, including the choice of territories, the share of the expenses of the patent applications and preservation solution of the patents and the appointment of the Party in charge of the protection and exploitation of the joint project results. With regard to any decisions involving patent protection, the appointed Party shall consult the other Party and keep the other Party informed on patent prosecution.

4. ADMINISTRATION

Administration and management of this MOU will be coordinated for CNRS by the International Affairs Division (DERCI) and for ANII by “Secretaría Ejecutiva”.

5. EFFECTIVE PERIOD OF THIS MEMORANDUM

The effective period of this agreement shall be four years starting from the date of signing. It shall be renewed by amendment. Either party may terminate this MOU for any reason on three (3) months written notice to the other Party.

6. INTERPRETATION OF TERMS

In the event doubts should arise in the interpretation of the provisions of this MOU or problems about matters not described therein, both Parties shall consult with each other and settle them amicably in the spirit of this MOU.



7. AGREEMENT MODIFICATION

Any modification, restriction, broadening or extension of this agreement must be done through mutual consensus in writing of the parts and must be formalized by Addendum which will become part of this agreement.

This MOU is delivered in two (2) originals in English.

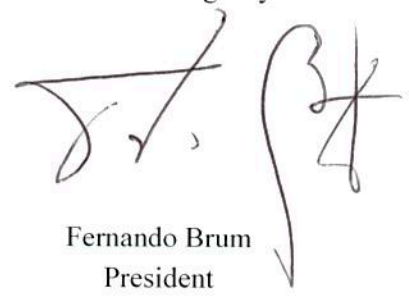
In _____, on _____

In *Montevideo*, on *7/5/2019*

For the
Centre National de la Recherche Scientifique


Antoine Petit
Chairman and CEO

For the National Research and
Innovation Agency


Fernando Brum
President