

Memorandum of Understanding

between

Fórum Nacional de Gestores de Inovação e Transferência de Tecnologia  
("FORTEC")

[www.fortec-br.org](http://www.fortec-br.org)

and

UNICO  
("UNICO")

[www.unico.org.uk](http://www.unico.org.uk)

This Memorandum of Understanding (MoU) entered into

On the \_\_\_\_\_ day of June 2009

Between

Fórum Nacional de Gestores de Inovação e Transferência de Tecnologia ("FORTEC")  
of Av. Ipiranga, 6681 – Prédio 96-C, Sala 119, 90430-000, Porto Alegre, RS, Brazil

And

UNICO ("UNICO") of St John's Innovation Centre (Unit 56) Cowley Road,  
Cambridge CB4 0WS, UK

Recitals

Whereas:

FORTEC is the pre-eminent body representing technology transfer managers from  
public and private research institutions in charge of technology commercialisation in  
BRAZIL.  
UNICO is the pre-eminent body representing organisations engaged in knowledge  
commercialisation in the UK. UNICO is primarily a membership organisation and  
membership is generally by organisation.

Both parties recognise that a memorandum of understanding is required to define the  
terms of engagement for this collaboration.

This MoU records:

the understandings reached between FORTEC and UNICO as of the execution date,  
and

the intentions of FORTEC and UNICO with respect to the mutual benefits.

**Agreement**

The parties agree to work together to develop mutually attractive benefits for their  
members.

The Parties wish to cooperate in offering mutual member benefits as follows:

The Parties agree that there shall be reciprocal membership rights for both voting and affiliate members of their respective organisations.

The Parties agree that FORTTEC and UNICO members shall receive members' discounted rights at each other's Annual Conference, training programmes or courses, and related events where such members' discounts are offered.

The Parties agree to circulate newsletters, annual conference information, and promotional materials through each other's secretariat and distribution networks so as to increase the awareness of each other's events.

Subject to any other obligations of confidentiality the Parties shall exchange survey data so that both Parties are aware of performance metrics in each other's country, that is UNICO in the United Kingdom and FORTTEC in Brazil.

#### **Exclusivity**

In acknowledgement that the Parties wish to deal exclusively with one another in relation to the intentions of this MoU, the Parties agree that they will not enter into similar arrangements with third parties operating in the other Party's country.

#### **Expenses**

Any expense incurred by either Party in connection with this MoU is for that Party's own account.

#### **Dealings in Good Faith and Mutual Co-operation**

Each Party will act in good faith towards the other in all negotiations.

Each Party acknowledges that their respective interests will be maximised by co-operation and consultation between them.

#### **Termination of MoU**

Neither Party will terminate this MoU without first advising the other of their intention to do so and setting out in writing the reasons for the proposed termination and inviting the other to meet to discuss the reasons for termination.

If after meeting to discuss the reasons set out in writing the Parties are unable to resolve their differences, either Party may terminate this MoU by 30 day written notice to the other.

#### **Nature of this MoU**

This MoU:

Reflects the intentions of the Parties at the date of this MoU;

Is not intended to bind the Parties contractually;

Does not create legally binding obligations;

Does not constitute a representation as to conduct, capability or capacity; and

Evidences the essential understandings between the Parties as a basis for negotiations which may lead to a formal contract.

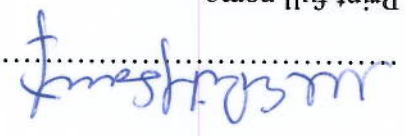
**Variations to MoU**

The Parties may at any time vary this MoU by mutual agreement in writing.

Signed by the Parties:

For and on behalf of FORTEC:

Signature of



Print full name

MARLI ELIZABETH R. DOS SANTOS

Print full name



Signature of

For and on behalf of UNICO:

