

**MEMORANDUM of UNDERSTANDING
BETWEEN
ASSOCIAÇÃO BIOPOLIS, PORTUGAL
AND
GOA UNIVERSITY, GOA, INDIA**

ASSOCIAÇÃO BIOPOLIS, not for profit private association with public utility, located at Campus de Vairão da Universidade do Porto, Rua Padre Armando Quintas n.º 7, 4485-661 Vairão, Portugal, Legal Person no. 516 033 727, herein represented by Prof. Nuno Ferrand Almeida, Chairman of the Board of Directors, hereinafter referred to as **BIOPOLIS**, and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns,

and

The **GOA UNIVERSITY**, having its official address at Goa University P.O, Taleigao Plateau, Goa, India, PIN - 403206, hereinafter referred as GU, represented here by its Vice-Chancellor, Prof. Harilal Bhaskara Menon, hereinafter referred to as **GU**, and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns,

Considering the importance and mutual benefit in promoting cooperation through actions of scientific, educational, and technological nature in their respective areas, BIOPOLIS and GU, hereinafter jointly referred to as the "Parties", reach in writing, freely and in good faith, this Memorandum of Understanding (hereinafter "MOU"), which is ruled by the following provisions:

Clause 1

Purpose

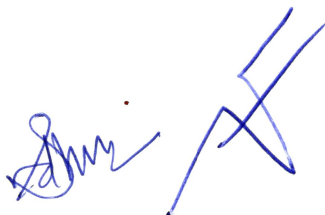
This MOU aims to promote cooperation between the two institutions to issue a joint formal statement and hereby establish a formal affiliation for the purpose of enhancing the relationship between both institutions, through the promotion and development of collaborative academic, research and cultural exchange programs and other cooperative activities and assistances in areas of mutual interest and benefit.

Clause 2

Actions

In order to achieve the purpose established in the previous clause, the Parties agree to develop joint actions covering the following areas:

- a) Collaborative development and innovation activities, leading to joint projects and R&D contracts and joint knowledge valorization, on the basis of complementary efforts in all areas of activity of both institutions, with special focus in biological sciences areas related to biodiversity, genetics, evolutions, climate change, agriculture and environmental monitoring not excluding any other market or area of application;



- b) Cooperation and joint effort in international projects;
- c) Exchange of students and researchers;
- d) Development, organization and hosting of joint academic and cultural symposia, conferences, workshops and meetings, including bilateral workshops for mutual recognition and trust building;
- e) To promote and facilitate adaptation of sustainable technologies to relevant stakeholders;
- f) Exchange of information in strategies and processes of intellectual property protection and valorisation, and promotion of start-up companies as a result of the joint research effort;
- g) Exchange of information, advice and assistance relating to areas of mutual interest;
- h) Any other type of collaboration deemed relevant and of mutual interest.

Clause 3

Addenda

1. The details and specifications for each of the cooperations that constitute the object of this MOU are defined through the Addenda attached to this Memorandum of Understanding, which is to be proposed by any of the Parties.
2. The specific Addenda shall specify the collaboration's object, the work plan and its respective scheduling, the participants, the charges and forms of funding, the rules of confidentiality and ownership of the results, and other collaboration details agreed upon between the Parties.

Clause 4

Institutional Coordinators

The Parties shall designate a liaison officer (key contact) for this Memorandum and for any subordinate agreements under this Memorandum.

Party	Name	Email
Goa University	Dr. Harip Khanapuri	dice@unigoa.ac.in
BIOPOLIS	Fraddry D'Souza	fraddry.souza@cibio.up.pt

- a) Representatives of each Party shall meet at least once in a year, offline/online.
- b) Representatives of each Party coordinate the actions carried out based on this MOU, to be indicated for this purpose in the Addenda referred to in Clause 2.

Clause 5

Confidentiality

The Parties undertake to ensure secrecy and confidentiality concerning all the information to which they may have access within the scope of this Memorandum of Understanding and to not use such information for any other purposes than those established in this MOU, except with the prior written consent of the other Party, to be obtained on a case-by-case basis.

Clause 6

Intellectual Property

1. Within the scope of this Memorandum of Understanding, there will be no room for the assigning of any license or right of exploitation to the other Party regarding its intellectual property rights, whether copyright or industrial property rights, as well as the knowledge of which it is the holder.
2. A written addendum will describe the specific actions that may be carried out between the Parties, thus further regulating the question of intellectual property rights in the results and their exploitation, as well as the provisions related to confidentiality and publication of results.

Clause 7

Validity, amendment and termination

1. This MOU enters into force from the date of signature and is valid for 5 (Five) years. It may be renewed for an equal period whenever the Parties agree.
2. This MOU may be amended, in whole or in part, or revoked by written agreement between the parties.
3. Each Party may terminate this MOU at any moment, by written notification through registered mail, with a minimum notice period of at least 30 (Thirty) days.
4. Regardless of the motive for termination, neither Party shall be liable for any damage or loss of any nature that the other may incur. However, they shall guarantee that the necessary measures are taken so that all actions and activities in progress are concluded in order to avoid any loss to themselves or any third parties.

Clause 8

Protection of Personal Data

The parties must observe, being their sole responsibility, compliance with the legal provisions in force regarding the protection of personal data, in particular, those in Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 and any applicable or hereafter applicable data protection legislation.

Clause 9

Final Provisions

1. The Parties acknowledge that BIOPOLIS is a Research Institution of legal status located at Portugal, with its major associate being the University of Porto, and cannot agree to be subject to the laws or legal process of a jurisdiction other than the Portugal jurisdiction only, except in what refers to applicable cases in activities developed in India.
2. The Parties acknowledge that GU is an institute of State importance located in Goa, India and will be subject to the laws or legal process of jurisdiction of country of India only.
3. Any doubts arising from the application and interpretation of the provisions in this MOU shall be clarified by the decision-making bodies of the Parties and interpreted in accordance with the mutually aggregable legislation.
4. Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of the GU and the BIOPOLIS. The decision of the Dispute Resolution Committee shall be final and binding on the parties.



5. This MOU revokes every Memorandum of Understanding previously reached between the parties.
6. Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

Once read and approved, the Parties' legal representatives manually sign this Memorandum of Understanding in 2 (two) originals, one of which has been retained by BIOPOLIS and the other by GU.

Vairão, __ of 2026


Taleigao Plateau, 9th day of January, 2026

By Associação BIOPOLIS,

By Goa University,



Prof. Nuno Ferrand Almeida,
Chairman of Board of Directors



Prof. Sunder Dhuri,
Registrar

REGISTRAR
Goa University
Taleigao Plateau-Goa

