

MEMORANDUM OF UNDERSTANDING

BETWEEN

GOA UNIVERSITY, GOA, INDIA

AND

MINISTRY OF FOREIGN AFFAIRS OF BRAZIL

Goa University, Goa, India, herein represented by its Vice Chancellor, Shri. Prof. Varun Sahni, having its official address at Administrative Block, University Campus, Taleigao Plateau, Goa GA 403206 (hereinafter called 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) and the **Ministry of Foreign Affairs of Brazil**, represented by the **Consulate General of Brazil in Mumbai**, Ambassador Shri. Guilherme de Aguiar Patriota, Brazilian, holder of passport No. DB034916, issued by the Ministry of Foreign Affairs, CPF No. 239.752.021-49 having its official address at No. 12B, 12th Floor, Bakhtawar Building, RN Goenka Marg, Opp. Oberoi Hotel, Nariman Point, Mumbai, Maharashtra 400021 (hereinafter called MRE 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) establish hereby a formal understanding of cooperation and friendship which is intended to promote the study of the Portuguese language and Brazilian literature, foster educational, academic and cultural cooperation between Goa University and Brazil. To this end, under this Memorandum of Understanding, the two institutions will proceed to create a lectureship in Brazilian Portuguese Language, which will implement the following endeavors.

Areas of Cooperation

Cooperation shall be carried out, subject to approval of the competent authority of GU and MRE, through such activities or programmes as:

1. Creation of Lectureship in Brazilian Portuguese Language with a lecturer expert in Portuguese language, Brazilian literature and culture with a degree in Arts and a degree of Master's degree in Arts as a minimum.

2. Plan and promote the study of the Portuguese language and Brazilian literature.

3. Organize studies in teaching Brazilian literature and the Portuguese language at the Goa University.

The terms of such mutual cooperation shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity and the terms of such programme shall be negotiated on an annual basis. Each Party will designate a Liaison Officer to develop and coordinate specific activities or programmes.

Financial Resources and Budget

The resources shall be made available by MRE towards the payment of a scholarship to the lecturer. The resources shall be directly transferred to the lecturer's bank account by the MRE. The charges/expenditure and the schedule plan of lectureship by a selected lecturer shall be discussed and decided between the parties.

Both Parties understand that the continuation of the programme shall depend on the availability of funds from both sides.

The cooperation will be focused on the following fields of study initially;

1. Brazilian lectureship in Brazilian Portuguese language, literature, culture and social studies.

Duration of the Programme

The Memorandum of Understanding (MoU) shall remain in force for a period of two years from the date it is signed by the appropriate officials of the two Institutes. It may further be extended or amended with the prior written agreement of both Parties for a further period of two years depending upon the interest and budgetary and financial availability. This MoU may be terminated by either party subject to the delivery of six months advance notice, in writing.

At GU the concerned Department of International Relations will oversee the implementation of the MoU. At MRE, the Division of Educational Themes and Portuguese Language and the Cultural and Educational Department will oversee the implementation of the MoU.

Rights and Obligations:

Of MRE

I - MRE undertakes to make payment of the scholarship to the lecturer in the form to be established by a specific Public Notice, by which the lecturer will be selected.

II – Provide for the travel expenses to the lecturer.

III – Select the lecturer in accordance with the requirements and needs of the GU.

IV – Guide the selected professor on the functions and activities that shall be performed by him/her so as to meet the requirements of the GU.

V - Collaborate with GU to fulfil the objectives of this memorandum.

VI – Timely transfer the resources of the lectureship to the professor.

VII – In case the resources are delayed, extend ex officio the validity of the MoU beyond the initial expiration date for the exact period of delay.

VIII – Take responsibility for obligations that may accrue to it from the Memorandum during its foreseen period of implementation, should the present agreement be terminated or denounced before established end date.

Of GU

I - Direct the lecturer to the Department of Portuguese and Lusophone studies.

II – Include the lecturer in extensive research groups in order to expand the cooperation between Brazil and the GU in the studies developed by such institutions.

III – Provide the lecturer with opportunities to assist students of masters/ doctorate, in their theses and researches.

IV – Assist the migration process of the lecturer for the proper exercise of his/her activities.

V – Provide the lecturer with a suitable workplace and with conditions sufficient for the fulfilment of all the duties as a professor, educational guide and researcher.

VI – Provide the lecturer with health insurance to support medical/health issues for the duration of the work at the GU.

VII – Provide free decent furnished teachers' accommodation (with private bathroom and a kitchen equipped with a refrigerator, a gas burner or an induction plate with some kitchen utensils of regular use and a microwave oven) to the professor, either inside the campus of the Goa University or near the campus and local health facility.

VIII – In case (VII) above is not available or possible, assist the lecturer in obtaining adequate and convenient accommodation for the duties to be performed.

IX – Allow free access of Brazilian diplomat/consular corps, at any time and place, to all acts and facts directly or indirectly related to the agreed instrument.

X – Keep the MRE informed of any events that may interrupt the normal course of the implementation of this MoU.

XI - Not to sublet obligations assumed without express consent of the MRE.

XII – Take the responsibilities of the obligations arising from the term within which the memorandum has to be effective, should the present agreement be terminated or denounced at any time.

XIII – The Electricity and the water charges bill shall be borne by the GU.

Profile of the Lecturer

MRE undertakes to select the lecturer according to the specific minimum qualifications and work experience as communicated by GU to MRE from time to time.

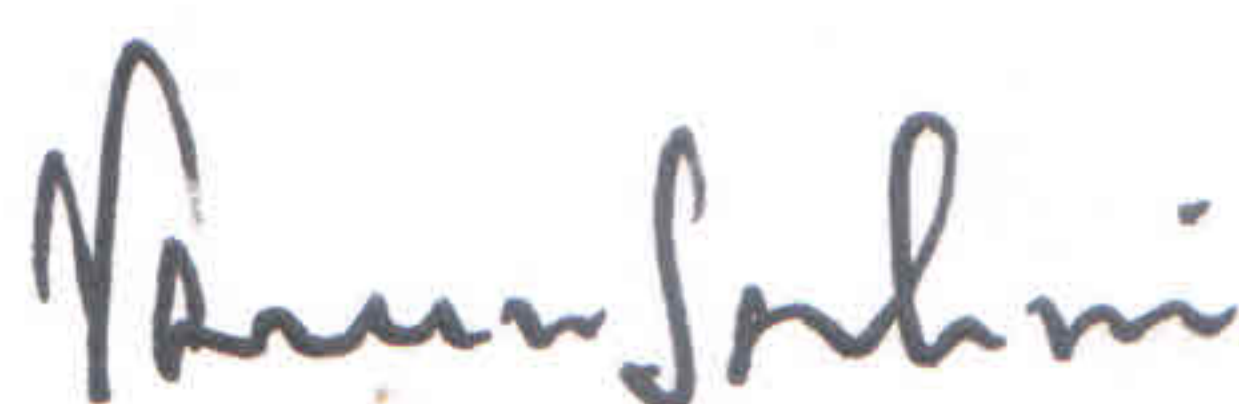
The workload of the **lecturer** selected and appointed shall not be less than 30(thirty) hours per week and not more than 40(forty) hours per week. At least 25% of such worked hours shall be performed in the classroom.

Intellectual Property Right

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of Intellectual Property (collectively defined as IP) are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement by the Parties.

Settlement of Dispute

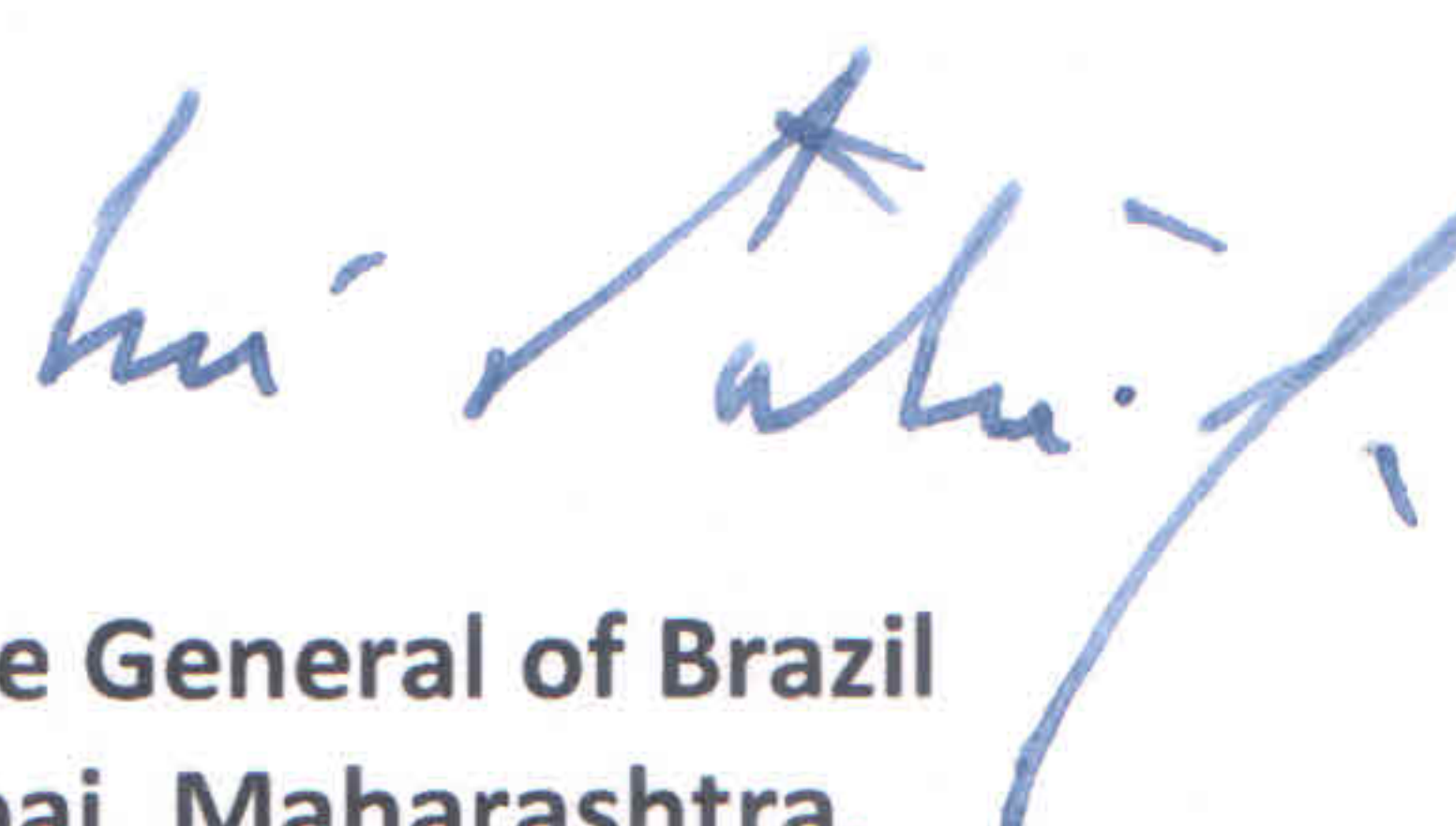
Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the Parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of the GU and the MRE.



Vice Chancellor
Goa University
Goa, India
India

Dated: 1/11/2020

**VICE CHANCELLOR
GOA UNIVERSITY**



Consulate General of Brazil
at Mumbai, Maharashtra,
MINISTRY OF FOREIGN AFFAIRS OF BRAZIL

Dated: 30.12.2020

**Guilherme de Aguiar Patriota
Consul General**