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Memorandum of Understanding between The São Paulo Research Foundation ('FAPESP') and UK Research and Innovation of the United Kingdom of Great Britain and Northern Ireland concerning Scientific, Research and Innovation Cooperation

Between

1. **UNITED KINGDOM RESEARCH AND INNOVATION**, a public body established by Higher Education and Research Act 2017, whose principal office is at Polaris House, Swindon, SN2 1FL (**'UKRI'**); and
2. **The São Paulo Research Foundation ('FAPESP')**, whose principal office is at Pio XI Street, 1500-Alto da Lapa, São Paulo, SP, Brasil, 05468-901.

(hereinafter referred to as the Party or Parties)

1. Statement of Intent and Scope of this Document

The Parties wish to enter into this Memorandum of Understanding (MoU) to record their mutual understanding in relation to collaboration between the Parties in areas of mutual interest, including to facilitate the existing Lead Agency Agreement (Schedule 1) and to facilitate discussions on enhanced bilateral cooperation between the Parties including scientific, technical and other cooperative activities related to research, research translation and commercialization, and innovation in areas of common interest (the **Understanding**).

This MoU is not exhaustive and is not intended to be legally binding between the Parties except where specifically stated. Nothing in this MoU shall operate to oblige either Party to enter into any Agreement or limit any Agreement into which the Parties enter.

All funding activities under this MoU shall comply with all internal rules, regulations and procedures of the respective Party.

The Parties have come to the following understanding:

2. Objective

The objectives pursued under this MoU are to support joint collaborative opportunities between the UK and Brazil R&I communities, in areas of mutual consent including cross-disciplinary opportunities.

3. Cooperative Activities

The types of cooperative activities planned pursuant to this MoU may include:

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3.1. Joint workshops, seminars, community focused events and other scientific and technological meetings of mutual interest, to support UKRI-FAPESP joint interests and activities, and further support potential cooperation.

3.2. Mechanisms with a defined research area or theme, a dedicated allocation of funding and jointly decided operational plan and peer review process, led by a single Party or delivered jointly by both Parties.

3.3. Mechanisms without the administrative burden associated with the issuance of specific funding opportunities, managed via the processing of joint applicant-led, through a Lead Agency agreement or coordinated peer review of applications submitted to each Party. Specifically, this includes the existing lead agency agreement which is covered below at Schedule 1.

3.4. Mechanisms to support UK-Brazil exchanges and access to key research facilities, laboratories or institutes.

3.5. Exchanging grant and grant outcomes data for the purposes of having a shared database on jointly funded activity.

This list is not intended to be exhaustive. The Parties intend to work together to investigate opportunities for collaboration under this MoU. Activities conducted pursuant to this MoU will be subject to the applicable laws and regulations of the country in which the activity takes place and where necessary specific project agreements will be entered into. This MoU is subject to the availability of appropriated funds and staff resources and does not, in itself, obligate the Parties to agree to collaborate on activities or to expend funds on any particular project or purpose, even if funds are available.

4. Planning and Review of Activities

4.1. It is intended that each Party will designate a representative to be the principal point of contact for the other Party in the conduct of the programme of cooperation.

4.2. As needed, the representatives of the Parties may meet for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities.

4.3. In accordance with the standard procedures and regulations governing FAPESP and UKRI, each Party is expected to be responsible for making known to the research and innovation community in its country the opportunities for cooperation made possible by the programme. Each Party reserves the right to pre-approve joint publicity materials.

4.4. The Parties intend to share information to allow for the review of activities conducted under this MoU.

5. Limitations

5.1. The Parties will jointly address individual activities they support under this MoU and detail their scope and operating procedures in a separate arrangement and or management plan.

5.2. UKRI may delegate activities under this MoU to its relevant constituent Councils as appropriate.

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5.3. The Parties may establish a Working Group, with balanced representation, to determine the details of specific cooperative activities and confirm the level of support prior to their realisation.

5.4. The Parties will ensure that they carry out their cooperative activities and share information in accordance with their respective national law.

6. Intellectual Property

This Clause 6 is legally binding

Intellectual Property Rights (IPR) means any invention, patent, copyright, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above;

All rights, title and interests in and to any IPR (disclosed or introduced by a Party to the other for the purpose of this MoU shall remain the property of the Party disclosing or introducing the same to the other Party who shall not use or disclose the same to any other person otherwise than for the purpose of this MoU. For the avoidance of doubt this will also include any non-severable improvements to that IPR.

It is not envisioned that any activities planned in connection with the Understanding will lead to the creation of IPR from either Party to the MoU, if this changes then a separate agreement will be entered into concerning that activity.

The Parties shall oblige researchers and research institutions receiving funds from the Parties to enter into agreements to ensure the effective protection and adequate distribution of Intellectual Property resulting from projects funded by the Parties under this MoU.

7. Confidentiality and Data Sharing

This Clause 7 is legally binding

For the purposes of this memorandum, 'Confidential Information' means: any information of a confidential, commercially sensitive or proprietary nature disclosed or made available by a Party ('Disclosing Party') to the other Party ('Receiving Party') in any form whatsoever and which is either marked as confidential or which ought reasonably to be regarded as confidential. Each Party undertakes that it shall not for a period of five years after the date of this MoU disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party (or of any member of the group of companies to which the other Party belongs) disclosed to it in connection with the Understanding, except as permitted by clause 7.2.

Each Party may disclose the other Party's Confidential Information:

7.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of the Understanding and the negotiation of any further Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 7; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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7.2. The Recipient may disclose Confidential Information to the minimum extent required by any law or regulation (provided, in the case of a disclosure required under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, none of the exceptions within such Act or Regulations applies to the information disclosed), any governmental or other regulatory authority, or a court or other authority of competent jurisdiction, provided that it informs the Party to whom such disclosure is made of the confidential nature of the information disclosed and, to the extent it is legally permitted to do so, it gives the other Party as much notice of this disclosure as possible and, where notice of disclosure is possible, it takes into account the reasonable requests of the other Party in relation to the content of this disclosure.

7.3. Neither Party shall use the other Party's Confidential Information for any purpose other than the Understanding and the negotiation of any potential further Agreement.

7.4. Neither Party may publicise the existence or Understanding of this MoU without the consent of the other (such consent not unreasonably to be withheld, conditioned or delayed).

7.5. Under this MoU, the Parties intend to share personal data which may include, without limitation, applications, reviews and panel comments. Before sharing any such data, the Parties will put in place a Data Sharing Agreement (reference number UKRI-DSA-360), to expire upon termination of this MoU, that will serve as a regulation on the processing of personal data under joint responsibility. An extension of the MoU will require a renewal and review of the Data Sharing Agreement by both Parties. The Parties will put in place, if requested by either Party, a binding Confidentiality Agreement in respect to any confidential or sensitive information to be shared. The Parties are committed to maintaining data confidentiality, protection and privacy and will fully abide by their own applicable laws and policies concerning the sharing of data in their collaborative activities.

8. Safeguarding Provisions

The Parties agree to:

8.1. take reasonable steps to prevent safeguarding issues in line with their respective policies. This includes but is not limited to: bullying and harassment, sexual harassment and harm of young or vulnerable people.

8.2. take reasonable steps to ensure that individuals are enabled to report concerns and complaints related to safeguarding in line with the Parties' respective policies,

8.3. adopt and follow robust procedures for the reporting and investigation of safeguarding issues in line with their respective policies, including reporting such matters to the relevant authorities; and

8.4. to the extent permitted by law the Parties agree to report any complaints of safeguarding issues to each other where the complaint relates to the activities funded or undertaken relating to this MoU.

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9. **Expenses**

Cooperation activities under this MoU are subject to and dependent upon the availability of funding and personnel available to the Parties. Financial arrangements shall be negotiated on case-by-case basis, and the Parties shall agree in writing, before the commencement of any activity.

10. **Status**

This Clause 10 is legally binding

Nothing in this MoU shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent or employers and employee.

The rights and remedies provided under this MoU are in addition to, and do not limit, any other rights or remedies provided by law. Each Party acknowledges and agrees that damages alone may not be an adequate remedy for breach by the other Party and the non-defaulting Party shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of those clauses.

Unless it is expressly stated otherwise, this MoU does not give rise to any rights for a third Party to enforce any of its terms. This MoU may be amended by the Parties without the need for any third-Party consent.

This MoU, and the negotiations between the Parties in connection with the Understanding and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the courts of England(provided that either Party may seek injunctive relief in any jurisdiction).

The Parties understand that this MoU does not preclude the signing of separate instruments between their agencies.

11. **Duration, Amendment and Termination**

11.1. This MoU will take effect on the date of its last signature by the Parties and will remain in effect for five (5) years. The Parties may extend this MoU upon their mutual written consent.

11.2. The Parties may amend this MoU upon their mutual written consent.

11.3. Before any particular cooperative project or programme can be initiated, the terms and scope of such project, together with all the specific terms, obligations and rights of the Parties should be outlined in a separate written agreement to be entered into and signed by the Parties and all financial details shall then be negotiated and agreed upon by the Parties.

11.4. Furthermore, no cooperative project requiring financial support shall be initiated by the Parties before the required funding has been explicitly agreed to and committed to in writing by the Parties.

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11.5. Either Party may terminate this MoU by giving a ninety (90) days written notice to the other Party.

11.6. The termination of this MoU shall not affect any Collaborative Activity established under it prior to any termination. The Parties shall work together to ensure that all outstanding work or issues be completed or brought to a mutually agreeable completion in an orderly and timely manner.

11.7. The Parties shall make a good faith attempt to resolve any problem or matter arising out of or related to this MoU through the mutual consent of the Parties.

Signed

On behalf of the São Paulo Research Foundation (FAPESP) of the Federative Republic of Brazil:

DocuSigned by:
Marco Antonio Zago
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Name: Marco Antonio Zago

Date: 18/12/2025

On behalf of UK Research and Innovation (UKRI) of the United Kingdom of Great Britain and Northern Ireland:



Name: Professor Christopher Smith

Date: 15 December 2025

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Schedule 1

1. The Lead Agency Agreement is a mechanism whereby participant UKRI research councils receive and assess joint applications from eligible UK and Brazil-based researchers from the state of São Paulo on behalf of both organisations.

   For the Lead Agency Agreement, the following applies:

   This mechanism is agreed by the following Parties:
   The Arts and Humanities Research Council ('the AHRC')
   The Biotechnology and Biological Sciences Research Council ('the BBSRC')
   The Economic and Social Research Council ('the ESRC')
   The Engineering and Physical Sciences Research Council ('the EPSRC')
   The Medical Research Council ('the MRC')
   The Natural Environment Research Council ('the NERC')
   The Science and Technology Facilities Council ('the STFC)

   With these seven Parties being collectively referred to herein as 'the UK Research Councils' and
   The State of São Paulo Research Foundation (FAPESP)

2. Whereas UKRI and FAPESP are both charged with fostering and supporting academic research within their own communities in their respective countries. The Parties also recognise that the very best research in all countries may be delivered by working with the best researchers internationally.

3. To this end, the Parties welcome, encourage and support applications that may cut across their national boundaries and involve international collaborative teams. The Parties also welcome both single-disciplinary and cross-disciplinary applications. This Memorandum of Understanding shall cover research in all fields funded by the Parties.

   The Parties hereby agree as follows:

   a. For applicants within the United Kingdom and Brazil who fall within the overlap of their various jurisdictions the Parties will welcome and receive applications from eligible participants in both countries.

4. The broad framework for the collaborative mechanism (to be supplemented by more detailed guidance to applicants) will be as follows:

   a. Applications must be made directly to any one or more of the UK Research Councils by the partner applicant in the UK,

   b. Applicants from the UK and from Brazil must satisfy the eligibility criteria of the relevant UK Research Council or Councils and FAPESP respectively.

   c. Applications should be submitted on the official application material of the relevant UK Research Council or Councils according to the applicable rules and closing dates.

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i. The same application must be submitted to FAPESP using the appropriate application forms and materials.

d. Each application should be identified clearly as a collaborative proposal under the UK/Brazil Research MoU, in accordance with specific guidance from the UK Research Councils and FAPESP.

e. Applications shall clearly differentiate the costs to be incurred by teams based in the UK and Brazil.

f. Costs to be incurred by applicants based in the UK and costs to be incurred in Brazil must be compatible with existing financial practices pertinent to the UK Research Councils and the FAPESP respectively.

g. Award holders from the UK and from Brazil will be subject respectively to the Terms and Conditions of the UK Research Councils and the FAPESP.

h. Proposals will be processed and assessed by the applicable UK Research Council or Councils according to its own rules and processes. For each proposal, FAPESP will nominate peer reviewers to provide input into the peer-review process of the applicable UK Research Council or Councils and may have a representative on the relevant panel.

i. The views expressed by the experts nominated by FAPESP will be formally incorporated into the UK peer review processes. The selection process, as a whole, remains a process of the applicable UK Research Council or Councils. FAPESP agrees in principle to accept the results of the peer-review process as presented by contacts nominated by the applicable UK Research Council or Councils.

j. The relevant UK Research Council or Councils will forward copies of all peer reviews relating to applications under this MoU to FAPESP within a reasonable timescale prior to any decision being taken with respect to such an application.

k. Ultimate responsibility for decisions to recommend funding for its part of a proposal, however, remains with the UK or Brazilian Party respectively. FAPESP will confirm any budgetary constraints on submitted projects prior to a final decision on an award being made by the relevant UK review process.

l. When the relevant UK evaluation process is complete, the applicable UK Research Council or Councils shall communicate the final results of the competition to a designated contact within FAPESP. The applicable UK Research Council or Councils and FAPESP shall then proceed to fund the British and Brazilian components of successful application respectively, in accordance with their existing financial practices.

5. Timing of announcements related to this MoU shall be coordinated by agreement with all Parties.

6. This MoU will be supplemented by guidance to applicants, including on issues such as Intellectual Property, which has been developed by the UK Research Councils and FAPESP.

7. This MoU is not a funding document and is subject to the availability of appropriated funds.