



江苏中科智能科学技术应用研究院

Jiangsu Zhongke Institute of Applied Research on Intelligent Science & Technology

MEMORANDUM OF UNDERSTANDING CELEBRATED AMONG UNIVERSIDADE FEDERAL RURAL DE PERNAMBUCO, THE INSTITUTE OF APPLIED RESEARCH ON INTELLIGENT SCIENCE AND TECHNOLOGY AND IOTIME GLOBAL LTDA.

UFRPE ADMINISTRATIVE PROCESS Nº xxx

The **FEDERAL RURAL UNIVERSITY OF PERNAMBUCO**, Federal University under the Ministry of Education, located in Av. Dom Manoel de Medeiros, s/n, Dois Irmãos, Recife/PE, CNPJ 24.416.174/0001-06, herein represented by its President, Prof. Dr. Marcelo Brito Carneiro Leão, Brazilian, resident in Recife - PE - Brazil, elected under the April 30 of 2020 Decree, issued in the Official Federal Gazette in May 4th of 2020 and under the terms of the Federal Rural University of Pernambuco Statute and by-laws, herein named **UFRPE**, the Institute of Applied Research on Intelligent Science and Technology (ARIST), located in Sanyil Road, Changzhou Science and Education City, Jiangsu Province of China Zip code: 213164, herein represented by its President, Professor DAI NING, Chinese, and IOTIME GLOBAL LTDA, based at Rodovia José Carlos Daux, no. 4150, Rooms 01 and 02, Saco Grande, in the City of Florianópolis, State of Santa Catarina, Brazil, registered with C.N.P.J. number 43.167.794/0001-95, ZIP Code: 88.032-005, by his legal representatives, hereinafter designated, Julio Cesar Ronconi, Brazilian, agree to celebrate the present tripartite **MEMORANDUM OF UNDERSTANDING (MOU)**, in accordance with the clauses and conditions stated as follows.

1. FIRST CLAUSE - OBJECT

The current objective of this MOU is the creation of the SmartAgro Program, aiming at the joint development of academic projects in teaching, extension and research, as well as scientific, innovation and technological development in the fields that are identified as of mutual interest.

FIRST SUBCLAUSE – To be developed, projects must have a specific technical-scientific collaboration agreement and must make explicitly reference to their bond to the SmartAgro Program.

SECOND SUBCLAUSE - The sole signature of this document does not create, for any of the parts involved, any obligation, or justifies the execution of any activity that is not present in a specific technical-scientific collaboration agreement in accordance with the First Clause, First Subclause. This is solely a Memorandum of Understanding, that can be terminated by any of the signing parties, by written report with a 30 (thirty) days notification, at any time.

2. SECOND CLAUSE - OPERATION



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The SmartAgro Program involves academic projects in the fields of mutual interest, carried out by UFRPE in technical-scientific cooperation with ARIST.

FIRST SUBCLAUSE - In each specific cooperation, the signing parties must prepare a work program regarding the specific measures and manners to implement the First Clause.

SECOND SUBCLAUSE - Cooperation will take place with equality and reciprocity, according with the available possibilities, operated always through proper and legal instruments previously signed upon by the parties, and obeying the legal norms and regulations regarding each specific subject.

3. THIRD CLAUSE - RESOURCES

Any project established in accordance with the Second Clause will only be put into motion after all the proper resources have been duly allocated.

SOLE PARAGRAPH - The present MOU does not entail in transfer of financial resources between the parties, and the onus from specific actions developed under this instrument is a responsibility of each respective party.

4. FOURTH CLAUSE - FOCAL POINTS

The Smart Agro Program will be managed by a Program Coordinator from each participant institution.

FIRST SUBCLAUSE - The SmartAgro Program Coordinator will be responsible for carrying out the necessary articulations for the program progress, controlling and presenting the program indicators from the binding academic project outcomes, being the focal point and clarifying issues from the binding academic project coordinators and from the superior administration of each respective participant.

SECOND SUBCLAUSE - To technically manage each academic project bound to the SmartAgro Program, an Academic Project Coordinator will be designated by the President of UFRPE.

THIRD SUBCLAUSE - The Academic Project Coordinator bound to the SmartAgro Program must report, when necessary, to the Program Coordinator, and take on the assignments defined in the institutional norm of partnerships in effect.

5. FIFTH CLAUSE - TERM OF THE MOU



The term of this MOU will be of 60 (sixty) months starting from its publication on the Brazilian Federal Official Gazette.

6. SIXTH CLAUSE - PUBLICATION DATE

The summarized publication of this instrument in the Federal Official Gazette of the Brazilian Government will be provided by UFRPE, until the fifth day of the month after the signature collection, to take place twenty days after said date.

7. SEVENTH CLAUSE - NOTICE OF TERMINATION

The present MOU may be terminated by any of the parties, as long as it is made by written notice of 30 (thirty) days previous to the expiration date, and thus become fully and legally terminated, at any given time, notwithstanding judicial or extrajudicial interpellation, by supervening legal norm or any fact that makes it material or formally unattainable, without prejudice to the end of ongoing activities due to any adjust celebrated under this reason.

8. EIGHTH CLAUSE - MISCELLANEOUS

This MOU doesn't prevent the Parties of celebrating similar agreements with other Entities, if complying with eventual existing restrictions due to the use of goods and information at their disclosure, as well as limitations imposed by copyright and property right laws.

9. NINETH CLAUSE - JURISDICTION

To settle any dispute, cases of omission or any issue related to the present instrument, that can't be resolved through administrative measures, the parties elect the FEDERAL JUSTICE Venue - Judiciary Section of Pernambuco.

And thus, in witness thereof, the parties have executed this Agreement in three (3) counterparts of equal contents, signed by the Parties representatives as described below, granting this document legal and valid effects.



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Date:

07/17

Marcelo Brito Carneiro Leão

President of UFRPE

DAI Ning

DAI Ning
President of ARIST

Júlio Ronconi

Júlio Ronconi
CEO of IO Time Global Brazil