



Universidade Federal de Uberlândia

Research Partnership Agreement

This Research Partnership Agreement is made on Jan 12 2026.

Between:

Part A: Tianjin University, China

TIANJIN UNIVERSITY, represented by your representant, **Prof. Chai Liyuan**, president, is the first institution of higher education in China, pioneering the development of modern Chinese higher education. Its history can be traced back to Peiyang University, which was founded on October 2, 1895, and renamed **Tianjin University** (TJU) in September 1951 with the approval of the Government Administration Council of the Central People's Government during the nationwide education restructuring of colleges and departments, its registered address at 92 Weijin Road, Nankai District, 300072 Tianjin.

And:

Part B: Federal University of Uberlândia, Brazil

UNIVERSIDADE FEDERAL DE UBERLÂNDIA is a public foundation of higher education, member of the Indirect Federal Administration, established through Decree No. 762, as of 14 August 1969, altered by Act No. 6.532, as of 14 May 1978, located at Avenida João Naves de Ávila, 2121, in the City of Uberlândia, State of Minas Gerais, Brazil, identified in the National Registry of Legal Entities through CNPJ/MF 25.648.3870001-18, herein represented by its Vice-Rector acting as Rector, Prof. Catarina Machado Azeredo.

The aforesaid are hereinafter referred to individually as "**Party**" and collectively as the "**Parties**" and shall include its assigns, successors-in-title and the permitted assigns.

Whereas:

(1) Parties wish to submit a joint grant Proposal for a Project entitled **“High-Value Processing, Preservation and Loss Reduction, and Quality Evaluation & Traceability of Sino-Brazilian Characteristic Berries”** to the Ministry of Science and Technology of the People’s Republic of China (MOST) in an “International Innovation Cooperation Project” (**“Grant”**).

(2) Parties are entering into this Research Partnership Agreement to record their understandings and agreed principles of the provisions of the anticipated Project for their common interest in enhancing academic and research collaboration.

Therefore, the Parties hereby agree as follows:

Section 1 Purpose and Duration

1.1 Purpose

The purpose of this Research Partnership Agreement is to set out the indicative terms and conditions of the proposed Project which are subject to the Grant being awarded and the basis of the Parties’ negotiation on the proposed Project Shares and provisions of the Project.

1.2 Duration

This Research Partnership Agreement is subject to revision, renewal or cancellation by mutual consent and becomes effective from 12 **January 2026** for the period of **four (4) years**, or until either of the Party serves to the other **one (1) month** notice in writing to terminate their participation in this Research Partnership Agreement.

Section 2 Confidentiality

Parties shall not use, commercialise, disclose or otherwise make public the contents of this Research Partnership Agreement or any information or data which includes any Confidential Information or personal data made available or developed pursuant to this Research Partnership Agreement to any third party without the prior written consent of the other Party. Neither Party or any of its employee’s, clients, stakeholders, students, contractors or any third party shall use the other Party’s name or logo in any publication, press release or product advertising, or for any other purpose, without first obtaining the other Party’s prior written consent. The rights and obligations set out in this Clause shall survive within the entire Term of this Research Partnership Agreement and at anytime after its termination or expiry unless otherwise agreed by the Parties in writing. Upon termination and/or expiry of this Research Partnership Agreement and/or upon the request of

the disclosing party, the recipient party shall return the Confidential Information to the disclosing party.

Section 3 Ownership and Exploitation of Knowledge

3.1 Pre-existing Know-how

The Parties acknowledge that any Pre-existing Know-How or background Intellectual Property (“**Background IP**”) of a Party used in connection with this Research Partnership Agreement shall remain the property of the Party introducing the same and each Party grants the other Party a royalty-free, non-transferable, non-exclusive, license to use its Background IP for the sole purpose of this Research Partnership Agreement.

3.2 Ownership of Knowledge

3.2.1 In the event that any case research results impacting upon matters of intellectual property rights are expected to arise in the course of this Research Partnership Agreement or new patentable IP is identified or first reduced to practice or writing and developed in the course of this Research Partnership Agreement, Parties shall have joint ownership of that IP and Parties shall agree and discuss in good faith between themselves in a separate written agreement detailing the terms and conditions, and rights and responsibilities of the Parties which includes the responsible for the filing, protection and maintenance of the IP. The costs of protecting such IP shall be borne equally by the Parties unless otherwise agreed.

3.2.2 In the case that one of the Party does not wish to pursue protection of the IP, the other Party shall be free to continue with such protection at their own expense. In this case Parties shall discuss and agree in writing the rights of the Party that does not wish to pursue protection.

3.2.3 Except for the Joint IP, each Party shall be entitled to transfer ownership of its own Background IP to any third party without notifying the other Party.

Section 4 Publication

Provisions on academic publication relating to the Project activities shall be agreed by both Parties in consultation with each other in a definitive agreement.

Section 5 Responsibilities and Obligations of Both Parties

5.1 All funds provided by the Chinese Government shall be allocated to Party A, which shall be used to support the technical development, demonstration application, exchange between the two parties, technical training and other related matters of this Project.

5.2 Party B intends to arrange no fewer than 1 personnel (including students) to go to Tianjin, China for conducting academic exchanges and cooperative experimental research. The total duration of the above-mentioned activities shall be no less than 3 months. Party A shall provide Party B with venues for study and experiments, and bear the expenses of round-trip transportation, accommodation and honorarium.

5.3 The two parties shall jointly publish no fewer than 2 academic papers through cooperation.

Section 6 Others

Each party agrees:

- (a) This Research Partnership Agreement is not intended to be an exhaustive enunciation of the terms of the definitive agreement and Parties shall negotiate in good faith with the other Party the financial contribution or any relevant activities, roles and responsibilities /obligations in respect of the proposed Project in a separate definitive agreement.
- (b) Save for Section's 2-5 of this Research Partnership Agreement, this is a non-binding Research Partnership Agreement and does not constitute any legally binding obligation or commitment of any nature from any Party.
- (c) To cooperate to secure the Grant, including where necessary, by jointly applying for the Grant. For the avoidance of doubt, where joint application is required, Parties shall be given the opportunity to review and agree to the relevant proposal prior to its submission.
- (d) Any cost and expenses incurred in performing any activity pursuant to this Research Partnership Agreement shall be incurred respectively by the Parties and/or negotiated to the mutual acceptance of the Parties. Each Party shall bear their own costs and expenses in respect of this Research Partnership Agreement and shall attend the stamping of this Research Partnership Agreement respectively if required. Parties shall not incur any expenditure on behalf of another Party.
- (e) No Party may assign or transfer any of its rights or obligations herein, without first obtaining the written consent of the other Party.
- (f) No variation, change or amendment to this Research Partnership Agreement shall be binding unless the same is in writing and executed by both Parties and no additional person may become a Party to this Research Partnership Agreement without the written agreement of the Parties.
- (g) Nothing herein implies, creates or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to bind the other Party or to make any representation or commitment, or to incur any liability, on behalf of the other.

- (h) This Research Partnership Agreement is entered into on a non-exclusive basis and nothing in this Research Partnership Agreement prevents either Party from concluding contracts with other Parties, provided the terms of such other contracts/appointments do not conflict with the terms of this Research Partnership Agreement.
- (i) This Research Partnership Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Service or execution of this Agreement by electronic means (including email) shall be deemed to constitute proper and complete delivery, and no exchange of original hard copies shall be necessary.
- (j) This Research Partnership Agreement shall be governed by the laws of the country in which the parties are located, and parties submit to the exclusive jurisdiction of the courts where the defendant Party is located.
- (k) Any notice to be given under this Research Partnership Agreement must be in writing and maybe delivered to the other Party by hand, courier or email.

For and on behalf of

Tianjin University



Prof. Dr. Chai Liyuan

President of Tianjin University

Date: 2026.1.12

In the Presence of:

Prof. Dr. Rongxin Su

Project Contact Person at TJU

Date: 2026.1.12

For and on behalf of

Federal University of Uberlandia



Documento assinado digitalmente
CATARINA MACHADO AZEREDO
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Prof. Dr. Catarina Machado Azeredo

Vice-Rector acting as Rector

Date: 2026.1.12



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Prof. Dr. Daniel Pasquini

Project Contact Person at UFU

Date: 2026.1.12

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