



MINISTERIO DE INDUSTRIA, ENERGÍA Y MINERÍA
REPÚBLICA ORIENTAL DEL URUGUAY

**MEMORANDUM OF UNDERSTANDING
ON APPLIED RESEARCH, INNOVATION AND INDUSTRY 4.0
BETWEEN THE MINISTRY OF INDUSTRY ENERGY AND MINING OF URUGUAY AND
THE FRAUNHOFER INSTITUTE IPK**

The Ministry of Industry, Energy and Mining of Uruguay (MIEM) and the Fraunhofer-Institut für Produktionsanlagen und Konstruktionstechnik IPK, Berlin, Germany, which is part of the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., a non-profit organization, partly funded by the German state, here in after referred to as the "Parties",

Within the framework of this Memorandum of Understanding (MOU),

Expressing the desire to strengthen friendly relations between the Uruguayan and German people, and the two nations,

Identifying the common interests shared by the Parties in the promotion of applied research and innovation and technological knowledge applied to productive processes, dual education system, and Industry 4.0,

Guided by the mutual interest and benefit in encouraging and facilitating partnerships, trade and investment cooperation, commercial and cooperative ventures, business activities, as well as education, research, development and innovation,



Wishing to strengthen the mutually beneficial cooperation within the framework of international multilateral agreements and conventions, to which both countries are Parties,

Have reached the following understanding:

PARAGRAPH I – Objectives

The Parties acknowledge that there are existing opportunities to further consolidate and enhance cooperation in the field of Industry 4.0,

The Parties intend to encourage the development of technological knowledge by research projects, as well as by applied research and innovation, and the exchange of academics, with a view to achieve development towards Industry 4.0.

PARAGRAPH II – Areas of cooperation

The Parties intend to cooperate in the following areas:

- a) To facilitate identification and implementation of research and development programs in the areas of science and technology including, but not limited to: sustainable development relative to productive processes and Industry 4.0.
- b) To encourage research and innovation.
- c) Training on technology transfer.
- d) Other areas decided upon by the Parties.



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PARAGRAPH III – Forms of cooperation

The cooperation between the Parties is directed to cooperating in research and development projects which may also concern the following interests::

- a) Education, training and capacity building through seminars, workshops, courses, matchmaking and exchange events,
- b) Sharing knowledge, expertise and lessons learned,
- c) Studies and research,
- d) Exchange of publications, reports, and information ,
- e) Networking potential partners, such as companies, universities, research organizations and officials operating in the area selected,
- f) Facilitate meetings of experts and working missions in the technical areas linked to the objective of this MOU,
- g) To exchange experiences and knowledge related to business partnerships,
- h) To enhance cooperation in order to facilitate capacity building, scientific, technological, academic cooperation.

PARAGRAPH IV – Costs, financing and risks

Unless otherwise mutually decided, both Parties will cover their own costs. The Parties are also responsible for all the risks related to the preparation and implementation of

cooperation under this Memorandum of Understanding.

The Parties will invest reasonable efforts to make available appropriate means in order to achieve the objectives of the cooperation. This will be subject to the availability of appropriated funds, regulations and policies of the Parties.

Parties may seek funding from third parties.

PARAGRAPH V – Joint participation by other institutions

The Parties intend, by mutual acceptance and as far as possible and reasonable, to identify and call upon other ministries, public or private institutions, such as scientific, academic, and entrepreneurial organizations, to participate in the above-mentioned activities.

In this respect, MIEM has identified, but not limited to: Innovation Consortium (Consortio de la Innovación) integrated by Pando Science and Technology Park (Parque científico tecnológico de Pando), Uruguayan Center of Molecular Imagenology (Centro Uruguayo de Imagenología Molecular), Montevideo Pasteur Institute (Institut Pasteur de Montevideo), National Institute of Agricultural Research (Instituto Nacional de Investigación Agropecuaria) and Clemente Estable Biological Research Institute (Instituto de Investigación Biológica Clemente Estable) to develop research activities.

PARAGRAPH VI – Respect for intellectual property rights

The Parties, in accordance with the respective national legislations and international treaties to which they are parties, undertake to ensure effective protection of the rights for intellectual property transferred or created under this MOU. Further provisions for the protection and distribution of intellectual property created or furnished in the course of



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cooperative activities under this MoU and provisions for the protection of classified information and unclassified export-controlled information and equipment shall be agreed upon by the Parties for every project within the frame of this MoU on a case by case basis.

Separate arrangement may be worked out by German and Uruguayan partners participating in collaborative activities under this MOU, which bears commercial, business or other proprietary aspects, for safeguarding their intellectual property rights involved in such activity and the dissemination thereof.

PARAGRAPH VII – Confidentiality Obligation

For the purposes of this MoU »Confidential Information« shall mean such technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials or samples disclosed either by MIEM or Fraunhofer IPK to the other Party, and which at the time of its disclosure is identified as being confidential.

MIEM and Fraunhofer IPK each undertake to treat as confidential all and any Confidential Information and agree not to disclose the same to any third party except with the prior written consent of the disclosing party.

The restrictions on the use and disclosure of Confidential Information shall not apply to any information which is:

- (a) proven to have been known to the receiving party prior to the time of its receipt pursuant to this Agreement; or
- (b) in the public domain at the time of disclosure to the receiving party or thereafter enters the public domain without breach of the terms of this Agreement; or
- (c) lawfully acquired by the receiving party from an independent source having a bona fide right to disclose the same; or
- (d) independently developed by an employee of the receiving party who has not had access to any of the Confidential Information of the other party.

All Confidential Information supplied pursuant to this Agreement shall remain the property of the party disclosing or supplying the same and no rights, including but not limited to the right to apply for industrial property rights, are granted to the other party in the same.

The Parties agree that any Confidential Information is made available "as is" and that no warranties are given or liabilities of any kind are assumed with respect to the quality of such Confidential Information, including, but not limited, to its fitness for the purpose, non-infringement of third party rights, accuracy, completeness or its correctness.

PARAGRAPH VIII - Amendments

This MOU may be amended by mutual written consent of the Parties. These amendments will come into effect on the date decided by the Parties. These amendments will form an integral part of this MOU.



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PARAGRAPH IX - Resolution of disputes

In the case of any disputes regarding the interpretation or performance of this MOU, the Parties will reach amicable understanding through consultation and negotiations.

PARAGRAPH X – Effective date, duration and termination

This MOU will come into effect on the date of its signature and will remain effective for the period of five (5) years. Its validity will be extended automatically for successive periods of one (1) year unless either one of the Parties submits a written notice to the other Parties indicating its intention to terminate it at least six (6) months before its expiration date.

The termination of this MOU will not affect the validity and duration of the activities accepted upon pursuant to this MOU and initiated prior to such termination.

Signed in Berlin on 8th. February 2017, each in three (3) original copies of English language, being equally authentic.

Carolina Cosse
Minister of Industry, Energy and Mining
Uruguay



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