

UFSCar
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University of
Nottingham
UK | CHINA | MALAYSIA

INTERNATIONAL COOPERATION AGREEMENT

Agreement of academic and scientific cooperation between the Federal University of São Carlos (Brazil) and The University of Nottingham (United Kingdom) on the field of Gerontology

The Federal University of São Carlos, based on São Carlos campus, at Rodovia Washington Luís, km 235, in São Carlos, in the state of São Paulo, Brazil, in this act represented by its rector, Prof. Wanda Aparecida Machado Hoffmann, Ph.D., hereinafter denominated "UFSCar", for the interest of its Graduate Program on Gerontology and Graduate Program on Nursing; and The University of Nottingham, based at University Park, in Nottingham NG7 2RD, United Kingdom, represented in this act by its vice-chancellor, Prof. Sir David Greenaway, hereinafter denominated "UON", for the interest of its Medical School and Institute of Mental Health;

WHEREAS both institutions are interested in the development of Higher Education, science and technology;

WHEREAS the parties, for the interest of their respective foregoing divisions, intend to establish formal institutional and academic relationship, aiming at the progress of both through the execution of joint academic, scientific and technical activities on the field of Gerontology;

ENTER INTO THIS AGREEMENT in conformity with the following clauses:

FIRST CLAUSE – OBJECTIVE

The present agreement establishes the principles that the parties agree to adopt for academic and scientific cooperation between the parties on the field of Gerontology, which will consist in the execution of the following envisaged activities in the said area of knowledge:

I.1. Mobility of graduate students, through which they can attend courses and/or take part in research activities at the host institution;

I.2. Mobility of professors and researchers, through which they can give lectures and workshops, teach courses and carry out or participate in research activities at the host institution;

I.3. Joint development of research projects, such as the project Translation, Cultural Adaptation and iSupport Testing for Caregivers of Elderly with Dementia (Annex 1) and the project Three-Dimensional Patient-Derived Breast Cancer Assays to Study the Efficacy of Natural and Synthetic Products Combined with Standard Chemotherapy (Annex 2);

I.4. Joint production of scientific publications;

I.5. Co-organization of academic, scientific and cultural events like congresses, symposiums, seminars and others.

§ 1º. When the mobility of professors and researchers is not possible or not feasible to either institution, the activities provided in I.2 may be executed remotely.

§ 2º. The implementation of any envisaged activities will have their own separate agreement in writing, the terms of which will be mutually agreed between the parties.

SECOND CLAUSE – COORDINATION

II.1. In order to coordinate the implementation of this objective, UFSCar indicates Dr. Sofia Cristina Iost Pavarini and Dr. Márcia Regina Cominetti, professors of its Graduate Program on Gerontology and Graduate Program on Nursing; and UON indicates Professor Martin Orrell, director of the Institute of Mental Health, Faculty of Medicine & Health Sciences, Dr. Déborah de Oliveira, researcher of its Medical School and Institute of Mental Health, and Dr. Anna Grabowska, professor of its Faculty of Medicine & Health Sciences, who will be interlocutors in such task.

II.2. The coordination is in charge of seeking solution for the problems and forwarding the academic and administrative issues referring to the present instrument from its entry into force.

THIRD CLAUSE – MOBILITY OF STUDENTS, PROFESSORS AND RESEARCHERS

In order to develop the mobilities provided in the first clause hereof, both parties undertake to observe the following conditions and execute in cooperative manner the following actions:

III.1. The maximum amount of students, professors and researchers from each institution in mobility at the other, as well as the length of their respective stay at the host institution, will be set forth timely by the parties, in accordance with what is possible and feasible for them, subject to the limits stipulated in their by-laws.

III.2. Selection of students by the coordinator at their respective home institution. The criterion is academic excellence, which shall be evaluated through the analysis of each applicant's transcript of records and *curriculum vitae*. The final acceptance of the candidates is due to the host institution, in compliance with its criteria, procedures and deadlines.

III.3. Participation of professors and researchers upon invitation formally made by professor or researcher from the host institution, with observance of the each institution's procedures.

III.4. Definition of an individual study plan for each student and/or, whenever the case, of an individual research plan for each student, professor and researcher, which shall be executed at the host institution. These plans, which will be supervised by the coordinators indicated in the second clause hereof, must be prepared and agreed between the parties before the participants' arrival at the host institution and in conformity with its procedures, if necessary.

III.5. The host institution shall send to each accepted student, professor and researcher official document(s) for the request of the appropriate visa. The document(s) must declare his/her acceptance for the mobility and inform his/her period of stay.

III.6. The accepted participant will be liable not only to the rules in force at the host institution, which they must obey as any regular student or member of research group, but also to the immigration legislation of the country where such institution is situated.

III.7. Before arriving in the country of the host institution, the accepted participant must purchase health, personal accident, civil liability and repatriation insurances featuring coverage for their respective whole period of mobility.

III.8. After the duly conclusion of each student's mobility, the host institution shall send to the home institution, as soon as practicable, document(s) containing the specification of the academic and/or scientific activities executed by him/her during his/her stay and, whenever the case, the result of the evaluation of his/her performance in such activities.

§ 1°. In the selective process described in III.2, students' proficiency in, at least, one of the instruction languages of the host institution can also be checked, in accordance with the methods and parameters adopted by it.

§ 2°. Regarding the giving of lectures and workshops and the teaching of courses pursuant to the first clause hereof, professors shall present to the host institution, whenever it requests, a sketch of the lecture or workshop or a teaching plan, with observance of what is provided in the final sentence of III.4.

§ 3°. When necessary, provision III.8 may also be applied to professors and researchers participating in the mobilities.

§ 4°. Students in mobility at the host institution shall be considered non-degree seeking students there and, thereby, keep the status of degree seeking students at their home institution.



FOURTH CLAUSE – RESPONSIBILITIES OF THE PARTIES

IV.1. When hosting students, professors or researchers from the other institution, the parties shall facilitate the use of its facilities, equipments, laboratories and library material which are necessary for the execution of their respective activities on the framework hereof.

IV.2. The host institution shall exempt students, professors and researchers from the other institution from the exaction of any academic fees referring to their participation in the mobilities provided herein.

IV.3. Regarding the importation of necessary equipments and samples for the development of the activities in the scope hereof, both institutions commit to help each other with the formal implementation at customs and with fiscal circumstances.

IV.4. The parties undertake not to publish, divulge or, in any way, exploit confidential information, namely the information which is not in public domain, including the information belonging to the other party that had been generated priorly to this agreement and has been obtained due to it.

IV.5. The parties are bound to total responsibility for any eventual misuse of information and data obtained because of the cooperation described herein.

Sole paragraph. The activities developed hereunder do not generate any formal employer-employee relationship between the personnel of each institution and the other party.

FIFTH CLAUSE – FINANCIAL RESOURCES

V.1. In the execution of this agreement, each of the parties is held responsible for all costs pertaining to its respective participation in the work, but they are not obliged to commit resources of their own budget in order to assure the necessary financial support to the fulfillment of activities on the framework hereof.

V.2. In order to propitiate the accomplishment of the activities foreseen herein, the parties can individually or jointly pursue resources at national and international agencies dedicated to funding research and development, as well as at companies in their respective countries.

Sole paragraph. The participants in the mobilities are responsible for their personal expenses referring to their participation in the activity, such as travels, housing, food, transportation, bibliographic material, insurance and others.

SIXTH CLAUSE – INTELLECTUAL PROPERTY

VI.1. The intellectual product of activities developed hereunder by the professors, researchers and students of UFSCar and UON comprises valuable patrimony, protected by academic norms and by the legislation in effect.

VI.2. The parties intend that [notwithstanding any secondment] any intellectual property rights created in the course of the envisaged activities shall vest in the party whose employee created them. Where any intellectual property right vests in either party in accordance with the intention set out in this clause, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the envisaged activities and for academic research and teaching.

VI.3 When the envisaged activities result in the joint generation, development and/or perfection of material or immaterial goods, the utilization and ownership rights must be stipulated in a specific contract/agreement, thus guaranteeing the co-ownership of the parties in both national territories and the way this product will be commercially exploited.

VI.4. The parties will strive in their efforts to impede improper divulgation and improper utilization of data, information, techniques, methods and other immaterial goods utilized in or resulting from activities developed on the framework hereof.

VI.5. The divulgation of activities and the propagation of knowledge resulting from this agreement will be explicitly stipulated in a specific contract/agreement, and will acknowledge the contribution made by the signatory parties.



VI.6. In addition to VI.5, the divulgation and publication of technical, academic and scientific work originating or relating to the activities in the scope hereof will always be conceivable under the conditions and limitations established in this clause and in the legislation in effect.

SEVENTH CLAUSE – VALIDITY

This agreement is valid from the date when it is signed by both parties and will remain in effect for five years.

EIGHTH CLAUSE – MODIFICATION AND TERMINATION

VIII.1. The present agreement may be altered, what includes the extension of its validity period, through addenda duly signed by the parties.

VIII.2. Any party can terminate this instrument upon well-founded previous notification, presented with a minimum of ninety-day forewarning and return receipt, without causing harm to ongoing activities.

NINTH CLAUSE – SOLUTION OF CONTROVERSIES

Questions and controversies arising from the interpretation or the execution of this agreement will be solved by direct entente between the parties. In case it is not possible, they shall jointly indicate a third party, natural person, to act as arbitrator.


TENTH CLAUSE – STATUS

X.I. This agreement is not intended to be legally binding. Other than the obligation of confidentiality detailed in clause IV.4 and IV.5, no legal obligations or legal rights shall arise between the parties from this agreement. The parties enter into the agreement intending to honour all their obligations.


X.II. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

The parties sign the present instrument in four identical copies, two in Portuguese and two in English, to the same effect.

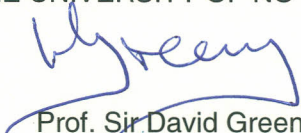
FEDERAL UNIVERSITY OF SÃO CARLOS


Prof. Wanda Aparecida Machado Hoffmann,
Ph.D.
Rector


Prof. Sofia Cristina Iost Pavarini, Ph.D.
Coordinator
Graduate Program on Gerontology


Prof. Cássia Irene Spinelli Arantes, Ph.D.
Coordinator
Graduate Program on Nursing

THE UNIVERSITY OF NOTTINGHAM


Prof. Sir David Greenaway
Vice-Chancellor

São Carlos, **21 SET 2017**

Nottingham,

**ANNEX 1 – Research project Translation, Cultural Adaptation and iSupport Testing for
Caregivers of Elderly with Dementia**

See enclosed project.

ANNEX 2 – Research project Three-Dimensional Patient-Derived Breast Cancer Assays to Study the Efficacy of Natural and Synthetic Products Combined with Standard Chemotherapy

See enclosed project.