



MEMORANDUM OF UNDERSTANDING

between

DALHOUSIE UNIVERSITY
Halifax, Nova Scotia, Canada

on behalf of
School of Occupational Therapy, Faculty of Health

and

FEDERAL UNIVERSITY OF SÃO CARLOS
São Carlos, São Paulo, Brazil

on behalf of
Graduate Program on Occupational Therapy,
Center of Biological and Health Sciences

In order to facilitate the broadest academic relations, Dalhousie University (“**Dalhousie**”), on behalf of the School of Occupational Therapy, Faculty of Health, and the Federal University of São Carlos (“**UFSCar**”), on behalf of the Graduate Program on Occupational Therapy, Centre of Biological and Health Sciences, agree to formally establish their cooperative relationship and, in doing so, provide a framework for further collaborative activities between the two institutions.

1. Areas of Academic Interest

This MOU initially will reflect the current collaboration in the field of Occupational Therapy. Depending on the availability of resources, every effort will be made to build productive relationships and exchanges between members of both institutions. In particular, it is agreed that, subject to available resources, the two institutions will cooperate in the development of collaborative research.

2. Academic Cooperation in Occupational Therapy

Cooperative activities under this MOU include or may be expanded to include faculty and researcher exchanges; student exchanges; mutual recognition and accreditation of courses; graduate student advising; development and/or delivery of courses; joint project development for external funding support; and any other area that may be mutually agreed upon by the two institutions. Such clearly beneficial activities will require specific arrangements, in particular with respect to financing.

3. Cooperative Research

It is recognized that significant opportunities exist for cooperative research between the two institutions. Such clearly beneficial activities may require specific arrangements, in particular with respect to financing. In view of the importance of cooperative research, both institutions agree to give high priority to this within their overall relationship, and to make every effort to develop programs within this area.

4. Exchange of Faculty Members and Researchers

Each institution will endeavour to facilitate visits by faculty members and researchers from the other. Visiting faculty members and researchers will comply with administrative procedures required by, and the regulations of, the host institution.

Each institution may provide economic support for visiting faculty members or researchers from the other institution but is not required to do so.

Each institution will provide assistance to visiting faculty members and researchers from the other institution in securing living accommodations but is not required to provide such accommodations.

Each institution will accord visiting faculty members and researchers from the other institution the use of research space (which must be negotiated and agreed upon prior to the visit), libraries and other facilities, opportunities to attend lectures free of charge and, to the extent possible, other common courtesies generally granted to guest scholars.

5. Student Exchanges

Both institutions will consider establishing student and research exchange programs for graduate and undergraduate students. The detailed conditions governing any such student or research exchange will be set forth in a separate agreement.

6. Exchange of Scientific and Information Materials

Both institutions agree to exchange as widely as is practicable such items as university calendars, prospectuses, course outlines, teaching materials, reference materials, scientific publications, journals and databases.

7. Operational Constraints

It is recognized that the implementation of program activities under this MOU will in every case be dependent upon the availability of necessary resources, either from within the institutions concerned or from external sources. In the case of externally funded projects, cooperative activities will be subject to the terms of the project of which they are a part.

8. Specific Activities

Both institutions agree that specific activities that may take place as a result of this MOU may be documented in subsequent more-detailed agreements which would then be appended to this one.

9. Confidentiality

The institutions undertake not to publish, divulge or, in any way, exploit confidential information, including, without limitation, the information which is not in public domain, including the information belonging to the other institution that had been generated priorly to the execution of this MOU and has been obtained due to its implementation.

10. Intellectual Property

Should intellectual property rights result from the activities developed under this MOU, provisions on ownership and utilization shall be agreed in specific agreements/contracts, subject to both institutions' rules and the legislation in force in their respective countries.

11. Institutional Contacts

The contact at Dalhousie for this MOU will be the Director of the School of Occupational Therapy. The contact at UFSCar will be the Coordinator of the Graduate Program on Occupational Therapy.

12. Duration of this MOU

This MOU shall come into effect on the date of the last signature below, and have a duration of five years, after which extension, amendment or other changes may be made as agreed by both institutions, in a new cooperation agreement between them. Within the initial five-year period, the terms of this MOU may be amended as required, subject to approval by each institution, in addenda

hereto.

13. Termination of this MOU

This MOU may be terminated by either institution by presenting well-founded forewarning in writing, within a minimum of three (3) months and with return receipt, without causing harm to ongoing activities.

14. Solution of Controversies

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

15. Approval Procedure

Should this MOU require the approval of the Senate or other bodies within either institution, the signatories agree to initiate action for such approval at their respective institutions.

This agreement has been prepared in English, and the English version thereof shall prevail and be binding even though a translation may also be prepared.

16. Force Majeure

Neither party shall be liable to the other or any student or be deemed to be in breach of this agreement as a result of suspension or termination of services, courses, classes or programs caused by reason of fire, strikes, lockouts, riots, weather, unavoidable disaster, war, terrorism, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction (including, but not limited to COVID-19), damage to the parties' property, lawful acts of public authorities or for any other cause beyond the reasonable control of either party. Specifically in relation to COVID-19, but not to limit the foregoing, this limitation of liability applies to either party's decision, made on an organization-wide basis and in good faith, to control the spread of the virus leading to COVID-19, even if exceeding the then current government requirements. The affected party prevented from carrying out its obligations hereunder shall give notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the affected party. In such instance, the parties will make best efforts to determine an appropriate course of action, which may include suspension or termination of this agreement.

17. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same agreement. Signatures delivered in PDF, JPEG or other electronic format or by facsimile shall be effective.

Signed by:

Dalhousie University
Halifax, Nova Scotia, Canada

Federal University of São Carlos
São Carlos, São Paulo, Brazil

Ana Beatriz de Oliveira
Ana Beatriz de Oliveira (Dec 20, 2024 10:16 GMT-3)

Dr. Balakrishnan Prithiviraj
Associate Vice-President, Global Relations

Prof. Ana Beatriz de Oliveira,
Rector

Date: 20/12/24

Date: 20/12/24