



**PROGRAM-SPECIFIC AGREEMENT FOR A
RESEARCHER EXCHANGE**

Between

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY AND ITS COLLEGE OF EDUCATION &
HUMAN DEVELOPMENT, ATLANTA, U.S.A.**

And

**THE FEDERAL UNIVERSITY OF SÃO CARLOS,
SÃO CARLOS, BRAZIL**

In order to improve the educational experiences and cultural understanding of their students and faculty, the Board of Regents of the University System of Georgia by and on behalf of Georgia State University and its College of Education & Human Development, Atlanta, Georgia, United States of America ("Georgia State"), and the Federal University of São Carlos, São Carlos, Brazil ("UFSCar"), agree to institute a research exchange in accordance with the terms and conditions set forth in this agreement ("Agreement").

Georgia State and UFSCar hereby agree to the following:

1. Description of Program

This Agreement is established to facilitate a researcher exchange program at the partner institutions (collectively the "Exchange Program"). The Exchange Program will encourage researchers from each institution to visit the other institution and engage in certain activities. For purposes of this Agreement, the term "Home University" shall mean the institution in which a researcher is normally employed, and "Host University" shall mean the institution that the researcher is visiting.

This Exchange Program is intended to enable researchers from each Home University to take advantage of the following opportunities:

- Short visits in which to familiarize themselves with the Host University in conjunction with other activities;
- Joint research or supervision or participation in the teaching activities of the Host University; and
- Collaborative research and teaching activities that can be pursued more fully by the researcher during a visit that is one month to one year.

2. Term and Academic Years

This Agreement becomes effective on the date it is duly signed by representatives of both institutions. The term of the Agreement shall commence on the effective date and shall be in effect for five (5) years, unless earlier terminated by either party pursuant to Section 15 below. This Agreement is renewable for additional five (5)-year terms upon the advance written agreement of both parties. Notwithstanding anything to the contrary contained herein, the Term of this Agreement shall not

extend beyond one academic year if Georgia State assumes any financial obligations by entering into this Agreement and, in no event shall the Term of this Agreement extend beyond five academic years. At the discretion of the appropriate authorities and/or boards at each Home University, researchers may be released from present responsibilities at the applicable Home University for up to one academic year in order to teach or conduct research at the Host University, with the approval of the Host University.

The academic year at Georgia State consists of two regular semesters: the Fall semester begins in August and ends in mid-December and the Spring semester begins in January and runs into May. In addition, there is an abbreviated Summer Term and Summer Institute. Researchers from UFSCar may participate during any term or any semester.

The academic year at UFSCar consists of two regular semesters: the first semester usually begins in March and ends in mid-July, and the second semester begins in August and runs into December. Researchers from Georgia State may participate during any semester.

3. Number of Faculty Members and Researchers Exchanged

Georgia State and UFSCar will exchange researchers at the discretion of both parties. Initially, a maximum of five (5) researchers will be sent to Georgia State and an equal number to UFSCar. This maximum number may be amended in a written instrument signed by Georgia State and UFSCar.

4. Units Involved in Exchange Program

Participants in the program will be drawn from the College of Education & Human Development at Georgia State, and UFSCar at the discretion of Georgia State and UFSCar.

5. Requirements for Participation

Faculty and researchers who wish to participate in the Exchange Program will be screened for eligibility by the Home University and approved by the Host University.

Faculty and researchers should be proficient in the language of the Host University in order to participate. At Georgia State, the language of instruction is English, and faculty/researchers from UFSCar will be required to provide proof of proficiency in English. The language of instruction at UFSCar is Portuguese, and it is recommended that faculty/researchers from Georgia State have proficiency in that language. Language requirements apply only to the faculty and researchers, and not to their spouses and dependents.

Each Host University shall have final authority over decisions regarding the acceptance of researchers from the Home University to participate in research, teaching, or other activities.

6. Faculty/Researcher Responsibilities

Unless otherwise indicated in an appendix hereto, each faculty member and researcher participating in this Exchange Program will be responsible for the following:

- A. Payment of all expenses and fees that his or her Home University has not agreed to pay by published deadlines;
- B. With assistance from the Host University, and regardless of any financial assistance from the Home University, applying for proper visas and other documents required by the government of the Host University, including any guarantee that they have the financial resources to meet all expenses;
- C. Purchasing the required health/hospitalization/liability insurance, including repatriation and medical evacuation coverage, for the time period of their involvement in the Exchange

- Program in order to meet governmental regulations, as well as the regulations of the Host and Home Universities, regardless any assistance offered by the Home University;
- D. Submitting any health or immunization records required by Host University;
 - E. Abiding by the same regulations and performance standards that pertain to other researchers at the Host University;
 - F. Submitting to criminal background checks, if necessary; and
 - G. Complying with the Home University's Travel and Safety Guidance, including observing applicable local and federal export control regulations.

7. Department/School/Unit Responsibilities

Participating institution units are responsible for identifying and arranging for a supervisory and reporting structure applicable to all visiting faculty and researchers participating in the Exchange Program.

8. Salaries and Expenses

Georgia State through its respective college will pay the salary for any Georgia State faculty/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for Georgia State faculty and researchers while participating in this Exchange Program (such as transportation, health insurance, passport and visa fees, and housing) will be determined by the appropriate unit at Georgia State. All faculty/researchers from Georgia State who participate in this Exchange Program agree to undergo any procedures needed to adhere to the health regulations of Brazil.

UFSCar will pay the salary for any UFSCar faculty/researchers who participate in this Exchange Program. Financial assistance in paying any other expenses for UFSCar faculty and researchers while participating in this Exchange Program (such as transportation, health insurance, passport and visa fees, and housing) will be determined by the appropriate unit and/or board at UFSCar. All faculty/researchers from UFSCar who participate in this Exchange Program agree to undergo any procedures needed to adhere to the health regulations of the United States.

9. Visa Requirements

Each Host University will provide the necessary documentation for exchange scholars to obtain a visa to enter the host country. In order to produce this documentation, they will rely on the Home University communicating scholar information three (3) to four (4) months before the start of the Exchange Program. The Host University will update the Home University annually regarding the data and documentation required. It is each researcher's responsibility to obtain the appropriate visa, as required by the host country. Exchange scholars coming to Georgia State are required to obtain a J-1 visa, and therefore must provide documentation of sufficient financial resources. Forms and detailed information about this process will be provided by Georgia State's International Student & Scholar Services.

10. Office Space and Support

Each Host University agrees to provide office space and appropriate administrative support for visiting faculty and researchers.

11. Compliance with Rules and Regulations

Exchange faculty members/researchers will be subject to the rules and regulations of the Host Institution, and the laws and procedures of the state or province in which the institution is located.

The Host Institution will assume no responsibility for a faculty member's/researcher's conduct or lack of compliance with any of the host country's laws. If a faculty member/researcher voluntarily

withdraws or is dismissed for disciplinary reasons before the end of the Exchange Program, the program will be considered completed by the Host University with respect to that faculty member/researcher. No replacements will be sent to the Host University for faculty members/researchers who do not complete the Exchange Program. Furthermore, each Host University reserves the right to require a faculty member/researcher to withdraw from the Program if the faculty member's/researcher's academic performance or personal misconduct warrants such action, provided, however, the Host University will, absent extenuating circumstances, attempt to consult with the Home University before implementing such action. The dismissal of a faculty member/researcher shall not abrogate this Agreement, or the arrangements regarding other faculty members/researchers.

12. Research

To the extent allowable by law, the parties may engage in joint research, conference participation, publication of research results, and other research-related activity. The parties understand and agree that certain research sponsors may limit participation on specific research projects in the host country. The parties further understand and agree to secure all University and other required approvals prior to conducting research activities and to abide by all policies and procedures governing such activities.

If exchange faculty or researchers participate in research funded by a third-party sponsor, the parties agree that such research activities will abide by the terms of the sponsorship agreement. If exchange faculty or researchers receive third-party confidential information for research purposes that was provided under a written nondisclosure or confidential disclosure agreement, the parties agree that the exchange faculty or researchers will be bound by the confidentiality and nondisclosure terms of such agreement.

Exchange faculty and researchers pledge to disclose any intellectual property developed as a result of joint research to both the Host and Home Institutions unless such disclosure is unlawful under the law of the Host Institution's country. If valuable intellectual property is created as a result of joint research, ownership of such intellectual property shall be determined in accordance with the law of inventorship or authorship of the country in which the research occurred and the Host Institution's policies. The parties agree that the Host Institution will evaluate the intellectual property, in consultation with the other party, to determine whether formal patent, copyright, or other protection is desirable.

13. Intellectual Property

Researchers pledge to disclose any intellectual property developed as a result of joint research to both the Host University and the researchers Home University, unless such disclosure is unlawful under the law of the Host University's country. If valuable intellectual property is created as a result of joint research, ownership of such intellectual property shall be determined in accordance with the law of inventorship or authorship of the country in which the research occurred and the Host University's policies. The parties agree that the Host University will evaluate the intellectual property, in consultation with the other party, to determine whether formal patent, copyright, or other protection is desirable.

Regarding activities resulting from the adjunct appointment and research, the parties agree to the following:

- A. Title to all intellectual property made solely by Georgia State University inventors resulting from this Agreement shall reside in Georgia State University and shall not be subject to the terms and conditions of this Agreement;
- B. Title to all intellectual property made solely by UFSCar inventors resulting from this Agreement shall reside in UFSCar and shall not be subject to the terms and conditions of this Agreement;

- C. Title to all intellectual property made jointly by Georgia State University and UFSCar inventors shall reside jointly in the parties. The parties will be responsible for ensuring that joint intellectual property is disclosed to both parties.
- D. In the event of such joint intellectual property, Georgia State University shall retain patent counsel for the preparation, filing and prosecution of any patent(s) covering joint intellectual property in the United States and other countries, except in Brazil. In the event of such joint intellectual property, UFSCar shall retain patent counsel for the preparation, filing and prosecution of any patent(s) covering joint intellectual property in Brazil. Patent expenses in the United States shall be supported by Georgia State University and Patent expenses in Brazil shall be supported by UFSCar. Patent expenses with international protection of joint intellectual property will be shared equally by the parties upon expressed agreement. The applicant Party shall provide the other Party copies of all correspondence related to such patent applications.
- E. Georgia State University shall seek a license for the commercial development of joint intellectual property. Prior to Georgia State University entering into a license agreement on behalf of the parties, UFSCar shall have the right to review and approve the terms and conditions of such license agreement. Such approval shall not be unreasonably withheld and shall be given in a timely manner, which shall not exceed sixty (60) calendar days unless extenuating circumstances warrant additional time. When appropriate, UFSCar can play the leading role in negotiations when involving licensing to a company in China.
- F. Income of any kind received as consideration for a license agreement shall be divided equally between the parties.
- G. Each of the parties has the right to publish or otherwise publicly disclose the information gained in the course of performing this Agreement. In order to avoid loss of intellectual property rights as a result of premature public disclosure and to avoid publication of confidential information, the party wishing to publicly disclose the information will submit any such materials to the other party for review and comment at least thirty (30) days prior to the planned public disclosure. If either of the parties decides that steps need to be taken to secure intellectual property rights, the publication or presentation shall be delayed an additional thirty (30) days or until such legal rights may be secured, whichever is sooner. All publications resulting from this Agreement must give recognition to this Agreement.

14. Travel Advisory Policy

Georgia State's Travel Advisory Policy governs international travel by Georgia State students, faculty and staff and may affect the ability of Georgia State to participate in the Program. Travel must be approved by specified Georgia State administrators.

15. Modification, Termination, Renewal of Agreement

This Agreement may be modified, revised, or renewed but only upon the mutual consent of the parties in writing. Either party may terminate this Agreement by written notice submitted at least 90 days in advance of the next academic semester, along with a return receipt. Termination will not affect existing or approved researchers participating in this Exchange Program. Unless renewed by mutual written consent, this Agreement will conclude at the end of the specified academic term or year (as defined in Section 2 above).

16. Primary Contacts/Program Directors

The Primary Contacts/Program Directors will ensure that the terms of this Agreement are carried out. They will serve as the contact persons at each institution, ensure that necessary approvals are in place, and have administrative oversight of the program.

The Primary Contacts for the parties to this Agreement are the following:

For Georgia State University

Name: Joyce E. King
Title: Professor and Endowed Chair for
Urban Teaching, Learning and
Leadership
Department: Educational Policy Studies

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For UFSCar

Name: Tatiane Cosentino Rodrigues
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Email: tatiane.rodrigues@ufscar.br

WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Board of Regents of the University System of Georgia by and on behalf of Georgia State University and its College of Education & Human Development

By: 
Paul A. Alberto
Dean

Date: 8-21-23

Federal University of São Carlos

By: 
Ana Beatriz de Oliveira
Rector

Date: MAY 9, 2023