



**TO:** Prof Anna Carolyn Lepesteur Gianlorenço, PhD

**SITE:** Federal University of São Carlos (UFSCar) – São Carlos, Brazil

**FROM:** John McDonough, Director  
Center for Executive and Continuing Professional Education

**RE:** Principles and Practice of Clinical Research Program (PPCR) Host Site Agreement

**DATE:** *Date of last signature hereof, which is indicated below (the “Effective Date”)*

This Site Agreement (“Agreement”) is entered into as of the Effective Date by and between Federal University of São Carlos (UFSCar) – São Carlos, Brazil with a place of business at Rodovia Washington Luís, km 235 – 13565-905 São Carlos (SP), Brazil (“Host”), and President and Fellows of Harvard College (“Harvard”) on behalf of the Harvard T.H. Chan School of Public Health (“HChan”) Center for Executive and Continuing Professional Education (“ECPE”) with a place of business at 677 Huntington Avenue, Boston, Massachusetts. Host and HChan shall each be referred to herein as a “Party” and together as the “Parties.”

This Agreement is for the provision of remote site support by the Host for the ECPE distance learning program known as “Principles and Practice of Clinical Research” (“PPCR” or the “Program”) and described in the Program website at [Hsph.me/ppcr](http://Hsph.me/ppcr)

The Parties agree as follows:

### **1. The PPCR Program – Description of the Program**

Main Program – PPCR will consist of 26 mandatory online lectures plus 25 online optional Friday lectures from March through November 2025, originating in Boston, and to be delivered by ECPE to Host via video-conference. These lectures will be offered by Harvard and guest faculty every Thursday from 4:00pm to 7:00pm (Boston time) according to the Program Schedule posted on the Program website at [Hsph.me/ppcr](http://Hsph.me/ppcr)

Optional – Optional PPCR program components may also be offered to participants enrolled in PPCR, or who have previously completed a PPCR program. Optional program components will be listed on the Program website.



Dates, locations, and prices for the optional PPCR program components will be posted on the PPCR Program website. Program specifics are subject to change and all changes will be posted to the website

## **2. PPCR Program – Remote Site Support Requirements’**

The Host agrees to provide the remote site support as described in Appendix A. In providing such support, the Host shall comply with all applicable laws, including, where necessary, securing approvals from relevant authorities.

## **3. Certificate**

Participants attending PPCR who demonstrate satisfactory participation as determined by the PPCR Program Director will be awarded a certificate from ECPE confirming satisfactory completion of the Program. This certificate does not confer formal academic credit or any academic degree.

## **4. Payment**

The fees for the Program and the due dates for payment will be as stated in the fee schedule posted on the Program website. All fee payments will be made to ECPE according to the directions provided on the Program website. All fees must be paid net of all applicable taxes arising under the laws of the Host’s jurisdiction.

Unless fees are paid by the Host, students enrolled in the Program will be responsible for paying their Program fees directly to ECPE, net of all applicable taxes.

## **5. General Provisions**

5.1 Nature of Agreement. Both Parties agree that they are independent contractors and that neither has the power to act for the other. Nothing in this Agreement shall be interpreted as creating a joint venture, partnership, or agency relationship between the Parties.

5.2 Amending Agreement. This Agreement may be amended only by written agreement of the Parties.

5.3 Force Majeure. A Force Majeure event is any cause beyond a Party’s reasonable control, including, but not limited to, any act of God, pandemic, act of governmental authority, war, terrorism, civil commotion, labor difficulty, or failure of communications systems. A Party whose performance is affected by a Force Majeure event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use reasonable efforts to minimize the effects of such a Force Majeure event. During the Force Majeure event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance. Either Party may terminate this agreement if such failure or delay continues for a period of ninety (90) days or more. Unless this Agreement is so terminated, the term of this Agreement shall be automatically extended by a period



equal to the period of suspension of performance. This paragraph shall not affect any payment obligations under this Agreement.

5.4 Authority to Enter Agreement. Each Party represents and warrants that it has full power and authority to enter into this Agreement.

5.5 Use of Names

a. The Parties agree that neither shall use or register any name of the other Party (alone or as part of another name, and in any language) or any trademarks, logos, seals, insignia, or other words, names, symbols or images that identify the other Party, or any school, unit, division, or affiliate of the other Party, for any purpose in connection with this Agreement and the Program except as set out in this Agreement or with the prior written approval of and in accordance with restrictions required by the other Party.

b. Neither Party shall make any public announcement about this Agreement or the Program without the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed.

c. Each Party agrees to cease all use of the other Party's name as authorized under this Agreement on the termination or expiration of this Agreement except as otherwise approved by the other Party.

d. Host may use the terms "Principles and Practice of Clinical Research, a Program offered by the Center for Executive and Continuing Professional Education at Harvard T.H. Chan School of Public Health" and "taught by professors from Harvard University" in marketing materials for the Program, subject to prior review and approval by ECPE. ECPE may state on the Program website that Host is providing a site for the Program, with appropriate location and access information.

5.6 Discrimination. Any form of discrimination with respect to any aspect of the Program based on race, color, gender or gender identity, sexual orientation, religion, age, national or ethnic origin, health condition or disability, political beliefs or veteran status shall be grounds for either Party's withdrawal from the Agreement.

5.7 Anti-Corruption Compliance. The Parties shall comply with applicable anticorruption and anti-bribery laws, including without limitation the US Foreign Corrupt Practices Act of 1977, as amended, and the anti-bribery laws of the Host's country.

5.8 Other Compliance. Host shall inform ECPE if Host is aware or learns that any aspect of delivery of the Program by ECPE may violate the laws or regulations of Host's country. ECPE shall comply with all applicable laws in delivering the Program, except to the extent that an agreement by ECPE to comply with any



applicable law would violate or be subject to penalties under the laws of the United States of America.

5.9 Assignment. Neither Party may assign or subcontract all or any part of its rights or obligations hereunder without the prior written consent of the other Party.

5.10 Severability. If any clause of this Agreement is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Agreement will not be affected thereby unless the invalid clause materially affects the rights of the Parties.

5.11 Governing Law. Subject to the compliance provisions of Sections 2, 5.7 and 5.8, this Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts without regard to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction.

5.12 Entire Agreement. This Agreement, including all attachments hereto, constitutes the entire understanding between the Parties relating to the Program, and supersedes and replaces all prior and contemporaneous agreements, understandings, writings and discussions between the Parties with respect to the Program.

5.13 Notices. Any notice under this Agreement may be delivered in person, or sent by fax (with the original sent promptly by ordinary mail), by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, using the most recent contact information provided by the recipient (by means of notice complying with this paragraph), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed. The initial contact information for each Party is:

If to Host:

Site: Federal University of São Carlos (UFSCar) – São Carlos, Brazil

Address: Rodovia Washington Luís, km 235 – 13565-905 São Carlos (SP), Brazil

Attn: Prof Anna Carolyn Lepesteur Gianlorenço, PhD, Ana Beatriz de Oliveira - Rector of Federal University of São Carlos – UFSCar.

Email: [gianlorenco@ufscar.br](mailto:gianlorenco@ufscar.br)

Phone: +55 16 3351 6891

If to HChan:

Harvard T.H. Chan School of Public Health Center for Executive and Continuing Professional Education



Address: 90 Smith Street, 2<sup>nd</sup> Floor, Boston, MA 02120

Attn: Susan Roth, Executive Director, ECPE

Email: [sroth@hsph.harvard.edu](mailto:sroth@hsph.harvard.edu)

Phone: +1 617 432 2135

Fax: +1 617 432 2261

5.14 Signatures. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original for all purposes. Signatures of this Agreement exchanged by facsimile, email or other electronic means shall be effective.

**6. Term and Termination**

The term of this Agreement shall be from the Effective Date extending three years until 31 December, 2027. Either Party may terminate this Agreement if the other Party materially breaches its obligations hereunder and the breach is not cured within fifteen (15) days after receipt of notice of the breach from the non-breaching Party, and also as otherwise provided in this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date.

**HChan Executive and Continuing Professional Education**

Signature: By *John E. McDonough*  
Name and Title: John McDonough, Director Date

**Host:**  
Signature: By *Ana Beatriz de Oliveira* Sep 25, 2024  
Name and Title: Ana Beatriz de Oliveira, Rector Date  
Site: Federal University of São Carlos (UFSCar) – São Carlos, Brazil



## **APPENDIX A – HOST SITE SUPPORT**

### **1. Internet:**

Internet connection for the device connecting with ECPE: minimum 5Mbps download and 1Mbps upload Internet wireless for students recommended minimum 2Mbps download and 0.5Mbps upload

### **2. Technician:**

A technician has to be available at least one hour before each lecture begins to connect with the conference session and to test audio quality. The technician does not need to be present live after the set up but needs to be available by pager. In addition, a technician is required to perform 3 video-conference tests within 1 month before the Program starts.

### **3. Videoconferencing requirements:**

Hardware based videoconferencing system, compatible with H.323 standard, and remote controlled video camera, e.g. Polycom HDX7000 system - if videoconferencing system is not available, there may be alternative to connect via Zoom system, please discuss with ECPE before no later than 1 month before the Program starts.

### **4. Room:**

Room with power outlets for connecting laptops and with seats and desks for students preferable.