



INTERNATIONAL COOPERATION AGREEMENT

UFSCar N.º: 096/2022 Processo: 23112.002808/2022-83
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General agreement of academic and scientific cooperation between the Federal University of São Carlos (Brazil) and the University of North Carolina Wilmington (United States of America)

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, represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., hereinafter denominated “UFSCar”; and the University of North Carolina Wilmington, situated at 601 S. College Road, in Wilmington, North Carolina, USA, represented in this act by its Provost and Vice Chancellor for Academic Affairs, James J. Winebrake, Ph.D., hereinafter denominated “UNCW”;

CONSIDERING the general agreement of academic and scientific cooperation between the institutions executed on January 10, 2017, in order to establish stable relations between them, so as to propitiate the development of joint programs, projects and activities of teaching and research; as well as to define the methodology for the joint development of such activities, mainly the execution of research, training and exchange of personnel;

CONSIDERING that the validity period of said agreement ended on January 10, 2022;

CONSIDERING the continuous common interest of the parties thereto on the development of Higher Education, science and technology;

CONSIDERING their intention of formally re-establishing the institutional and academic relationship between them, aiming at the continuous progress of both through the joint execution of potential new academic, scientific and technical activities;

ENTER INTO THIS AGREEMENT in conformity with the following clauses:

First Clause – OBJECTIVES

The objectives of this agreement are:

I.1. Re-establishing the relation between UFSCar and UNCW, in order to propitiate again the development of joint programs, projects and activities of teaching and research.

I.2. Defining or, where the case, improving or redefining the methodology for the joint development of such activities, mainly the execution of research, training and exchange of personnel.

Second Clause – FORMS OF COOPERATION

II.1. The activities that can be carried out by the parties in order to achieve the objectives of this agreement may consist of:

II.1.1. Joint planning and execution of common or complimentary programs, projects and activities of research on subjects that will be consensually appointed by the institutions;

- II.1.2. Reception and exchange of professors, researchers, students and technicians, for short or long periods;
- II.1.3. Promotion of internship, study missions, training and other forms of personnel improvement;
- II.1.4. Cession or exchange of scientific and technical information, as well as joint production and exchange of publications;
- II.1.5. Co-organization of congresses, symposiums, seminars and other academic, scientific and cultural events.

II.2. Specific programs, projects and activities on the framework of this agreement shall be formalized through addenda that must expressly mention the present instrument and become, to all effects, integral part of it.

Sole paragraph. Addenda shall present a specific description of the work and its nature, its objectives, the responsibilities of both parties, financial resources involved, the period of validity of the instrument and procedures for modifying and rescinding it, besides other relevant information for the concrete activity, such as work plans, chronograms and provisions on intellectual property and confidentiality.

Third Clause – RESPONSIBILITIES OF BOTH PARTIES

III.1. 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 before this agreement and has been obtained due to the cooperation foreseen in it.

III.2. The parties are bound to total responsibility for any eventual misuse of information and data obtained in consequence of the activities developed in cooperation throughout this agreement.

Sole paragraph. The activities developed in the scope of this agreement do not generate any formal employer-employee relationship between the persons of either party and the other institution.

Fourth Clause – FINANCIAL RESOURCES

IV.1. In the execution of the activities foreseen in this agreement, the parties shall be responsible for all costs referring to their respective participation in the work, but they are not obliged to commit resources from their own budget in order to assure the financial support which is necessary for the development of such activities.

IV.2. In order to propitiate specific programs, projects and activities, the parties may 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.

Fifth Clause – VALIDITY

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

Sixth Clause – MODIFICATION AND RESCISION

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

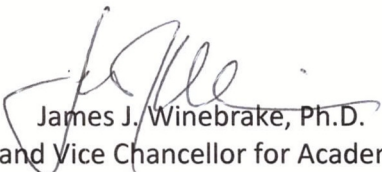
VI.2. Any party can rescind this instrument upon well-founded previous notification, presented with a minimum of ninety-day forewarning and return receipt, without causing harm to ongoing activities.

Seventh Clause – SOLUTION OF CONTROVERSIES

Questions and controversies deriving 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 mediator.

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

São Carlos,  22 JUL. 2022 Wilmington,
Prof. Ana Beatriz de Oliveira, Ph.D.
Rector
Federal University of São Carlos


James J. Winebrake, Ph.D.
Provost and Vice Chancellor for Academic Affairs
University of North Carolina Wilmington