



UFSCar
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COLLABORATIVE AGREEMENT FOR CULTURE AND SCIENCE & TECHNOLOGY BETWEEN THE *UNIVERSITA' DEGLI STUDI DI MODENA AND REGGIO EMILIA – DIPARTIMENTO DI EDUCAZIONE E SCIENZE UMANE* (ITALY) AND THE *UNIVERSIDADE FEDERAL DE SÃO CARLOS – DEPARTAMENTO DE TEORIAS E PRÁTICAS PEDAGÓGICAS, DEPARTAMENTO DE EDUCAÇÃO FÍSICA E MOTRICIDADE HUMANA, E PROGRAMA DE PÓS-GRADUAÇÃO EM EDUCAÇÃO* (BRAZIL)

THE *UNIVERSITA' DEGLI STUDI DI MODENA E REGGIO EMILIA – DIPARTIMENTO DI EDUCAZIONE E SCIENZE UMANE*, with its registered office in Reggio Emilia (Italy), *Viale Allegri 9*, tax code/fiscal code and VAT No. 00427620364, represented by the Director, Prof. Annamaria Contini, Ph.D., officially authorized by the Administrative Board of the Department at the meeting held on 22.06.2022

AND

THE *UNIVERSIDADE FEDERAL DE SÃO CARLOS – DEPARTAMENTO DE TEORIAS E PRÁTICAS PEDAGÓGICAS, DEPARTAMENTO DE EDUCAÇÃO FÍSICA E MOTRICIDADE HUMANA, E PROGRAMA DE PÓS-GRADUAÇÃO EM EDUCAÇÃO*, with its registered office on São Carlos campus, at 235 km Washington Luís highway, in São Carlos, in State of São Paulo, Brazil, tax code/fiscal code and CNPJ (National Registry of Legal Entities) No. 45.358.058/0001-40, represented by the Rector, Prof. Ana Beatriz de Oliveira, Ph.D.

whereas:

1. the mutual interest of both Universities in the development of scientific research and training of students, scientists and technicians;
2. the existing common scientific programmes;
3. the mutual willingness to extend the collaboration further;

agree on the collaboration programme specified in the following clauses:

ARTICLE 1 – AIM OF THE COLLABORATION PROGRAMME

Both parties decide to develop common research projects and set up didactic and integrated training activities, and also arrange for the potential use of scientific and technical apparatus of mutual interest.

Initially the collaboration will concern the fields of Nursery, Early Childhood Education, Education of Children in Elementary School, Educators Formation, in the perspective of lifelong learning, and will be successively extended to other sectors or structures of the contracting Universities, subject to an

amendment hereto, signed by the interested parties.

The responsibility for the technical and scientific coordination for the definition and implementation of the agreement is entrusted, in its initial phase, to Prof. Antonio Gariboldi, Professor of the Department of *Dipartimento di Educazione e Scienze Umane* at the *Università degli studi di Modena e Reggio Emilia*, appointed by the Director of the Department, and to Prof. Aline Sommerhalder, Ph.D., Professor of the *Departamento de Teorias e Práticas Pedagógicas* and of the *Programa de Pós-Graduação em Educação* at the *Universidade Federal de São Carlos*, and to Prof. Fernando Donizete Alves, Ph.D., Professor of the *Departamento de Educação Física e Motricidade Humana* and of the *Programa de Pós-Graduação em Educação* at the *Universidade Federal de São Carlos*.

ARTICLE 2 – COLLABORATION PROGRAMME TOPICS

In order to reach the aims of the agreement indicated under art. 1, the parties agree upon defining by specific protocols or letters of intent the aims of common interest to be pursued during the period of validity of the present act.

As regards the development of the activities indicated under art. 1, the agreement provides for:

- a) the development of common research projects;
- b) the interchange of teaching staff, researchers and technical staff;
- c) student mobility;
- d) mutual acceptance of scholarship holders and PhD students;
- e) the interchange of scientific documentation and publications and data transmission networks;
- f) the organisation of special conventions, seminars, and scientific meetings, arranged by mutual agreement.

ARTICLE 3 – INTERCHANGE OF STAFF AND RELATED DUTIES

The parties agree that, as far as expenses relating to the execution of the agreement are concerned, and as far as art. 2 is concerned, there are no financial obligations placed upon the Universities, nor on the Departments and Graduate Studies Programmes carrying out the activities referred to in this agreement.

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed, the parties will jointly own the technological and scientific results obtained within the present cooperation programme, in proportion to the efforts of each party. They undertake to protect and exploit them, according to the industrial laws and regulations in force in both Institutions.

ARTICLE 5 – DURATION

This agreement is to be considered valid for five years from the date on which it is signed and will be extended or renewed by written agreement, except where written notice of cancellation is made by one of the contracting parties to the other at least three months prior to expire, along with return receipt.

ARTICLE 6 – INSURANCE COVER AND HEALTH INSURANCE

The *Università degli studi di Modena e Reggio Emilia* declares to have appropriate insurance cover against liability for personal injury and material damage for which it is held liable. The *Universidade Federal de São Carlos* declares to cover at its own expense the personal injury and material damage for which it is held liable.

The exchanged staff (as indicated in clauses b), c) e d) of art. 2) should be covered by adequate health insurance in accordance with the law in force in the host country.

ARTICLE 7 – OBLIGATIONS IN THE EVENT OF AN ACCIDENT

In the event of an accident occurring during the performance of the activities referred to in this contract, each University undertakes to notify the other University immediately about the incident (indicating the relevant policy number, where the case) so as to enable the latter to make the necessary declaration according to the provisions set down by law or by the insurance contract.

It is understood that the existence of the said policies does not prejudice the right to commence any legal proceedings for liability, damages and compensation against third parties.

ARTICLE 8 – HEALTH AND SAFETY IN THE WORKPLACE

It is the duty of the host institution to treat and consider visiting staff to that institution in the same manner as its own staff, and thus visiting staff will benefit from exactly the same safeguards and information, in line with the role assumed in the host institution, as far as legally possible or allowed in compliance with the laws, rules and regulations to which each institution is subject.

ARTICLE 9 – DISPUTES

The parties undertake to resolve amicably and in the spirit of compromise, any dispute arising from this agreement.

In the event that the parties are unable to reach agreement, it is agreed that any dispute arising between the contracting parties, relating to the interpretation, execution and resolution of this agreement, will be referred to a standard Arbitration Board which will decide the matter in accordance with the law.



ARTICLE 10 – EXPENSES

Each party will pay any duty under this agreement eventually provided for by law of their country of origin, corresponding to their respective participation in the activities developed hereunder.

This agreement consists of four written pages at this point, in English and in Portuguese.

Modena / Reggio Emilia the 24 day of June of 2022
UNIVERSITA' DEGLI STUDI DI MODENA E REGGIO EMILIA
Dipartimento di Educazione e Scienze Umane

The Director
(Prof. Annamaria Contini, Ph.D.)

São Carlos the^{1st}..... day of^{July}..... of 2022
UNIVERSIDADE FEDERAL DE SÃO CARLOS

The Rector
(Prof. Ana Beatriz de Oliveira, Ph.D.)