

INTERNATIONAL COOPERATION AGREEMENT

Academic, scientific and technical cooperation agreement by and between the Federal University of São Carlos (Brazil) and the University of Otago (New Zealand)

The Federal University of São Carlos, with registered offices 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 Wanda Aparecida Machado Hoffmann, Ph.D., and the University of Otago, a body corporate established under the University of Otago Ordinance 1869, the University of Otago Amendment Act 1961 and the Education Act 1989, at 362 Leith Street, Dunedin, Otago, New Zealand, represented herein by the Director, Research and Enterprise, Dr Martin Gagnon; whereas both institutions are interested in the development of Higher Education, scientific knowledge and research, and technology; whereas they wish to formally set forth academic, scientific and technical cooperation between them, as well as they acknowledge that such collaboration may result in their continuous strengthening, enhancement and advancement, enter into this Agreement, which will be governed by the following terms and conditions:

SECTION 1 – Purpose

The purpose of this Agreement is to promote academic, scientific and technical cooperation between the Parties in equivalent, similar or matching knowledge areas between the Parties, as well as regarding scientific topics of their mutual interest.

Such collaboration may comprise the development of the following activities:

- a) Exchange of faculty members and researchers.
- b) Joint development of research projects, *e.g.*, the project “Scapular Movement Training X Conventional Exercises for Individuals with Shoulder Pain – Randomized Controlled Trial: a secondary analysis” (see Annex B), which work plans shall be timely attached hereto pursuant to Section 2 hereof (see Annex A).
- c) Assignment and exchange of scientific, technical and cultural information, as well as joint production of academic, scientific and technical publications.
- d) Co-organization of academic, scientific and cultural events, *e.g.*, conferences, symposia, seminars and colloquia.
- e) Student exchange.
- f) Other academic, scientific and cultural programs, projects and activities that the Parties may mutually wish to develop, in accord with their respective institutional objectives.

SECTION 2 – Implementation

The development of any activity listed in the previous clause shall observe the rules and regulations in force at both Parties, will be subject to formal programs, projects or work plans that have been prior approved by their own authorities or authorized bodies, must be displayed



following the format provided in Annex A hereto and will depend upon the availability of appropriate funds.

SECTION 3 – General conditions for the development of activities

Where required, faculty members, researchers and students taking part in activities under this Agreement shall comply with legal immigration requirements of the country where the host institution is situated and must purchase health, personal accident, civil liability, and medical and mortal remains repatriation insurances featuring coverage for the whole period of their respective exchange.

Any student exchanges will be subject to appropriate arrangements being agreed between the Parties in a separate agreement. Participation in any program, project or activity hereunder does not generate any formal employer-employee relationship between any person from either Party and the other Party.

SECTION 4 – Funding

Unless otherwise agreed in an amendment hereto, this Agreement does not create any financial obligation from either Party to the other. Each Party shall bear the costs of its own effective participation in the development hereof.

The Parties may carry out programs, projects and activities hereunder using funds granted from agencies and organizations devoted to funding research and development, as well as from companies and other private and public institutions.

SECTION 5 – Intellectual property rights

Each Party shall own the rights in Intellectual Property (IP) that is generated by its respective faculty members, researchers, students and agents as a result of the development of programs, projects and activities under this Agreement.

Whereas this Agreement results from the interest of both Parties in the development of scientific knowledge, research and technology, they agree to provide each other with worldwide, non-exclusive, cost-free, royalty-free mutual licenses, so as to use such IP for the sole purpose of their respective non-commercial academic activities.

In the event that both Parties are responsible for the joint generation of IP, said IP shall be jointly owned in accordance with the inventive contribution by each Party, as well as the respective valid national law, the effective international conventions on that matter and, where the case, also with the policies for IP defined by the institution(s) in charge of funding the research staff.

If jointly owned IP may be commercially exploited, such commercial exploitation by any Party will depend on the prior consent of the other Party and shall be carried out pursuant to terms and conditions set forth in writing in a further specific agreement or contract.

Both Parties may use any scientific or technical information produced or transferred in the course of the development of activities hereunder for their own research and development purposes.

Notwithstanding the provision above, any use by any Party, for its own research and development purposes, of the other Party's background information resulting from its previous activities and experiences shall be set forth in a separate specific agreement.



SECTION 6 – Confidentiality of information

This Agreement and all documents and information provided by any Party to the other Party under or in connection this Agreement or any subsequent contractual duties shall be treated as confidential (“Confidential Information”), pursuant to the policies of each Party and the national law of their respective country.

Confidential Information shall be used exclusively for purposes that it has been made available and shall not be disclosed by any Party to any third parties without the prior written consent from the other Party.

Notwithstanding, neither Party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party provided that such Confidential Information:

- a) is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to any other party; or
- b) is or becomes publicly known without any breach of this Agreement or any other duty of confidentiality; or
- c) has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of a duty of confidentiality; or
- d) has been independently developed by the Party making the disclosure; or
- e) is disclosed pursuant to any law or regulation or following an order given by any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party that owns the Information, within a reasonable time after being required to make the disclosure, about the requirement to make the disclosure and exactly the Information required to be disclosed; or
- f) is approved for release in writing by an authorized representative of the Party that owns the Information.

SECTION 7 – Publications

The Parties shall jointly publish and divulge results from the cooperation set forth herein, in accordance with the usual academic practice and their respective policies.

Any publication of those results by only one Party requires the prior written consent of the other Party. Such consent shall not be unreasonably withheld. The Party wishing to publish such results shall show the content of the publication to the other Party, which will give its consent or disallow the publication, along with the corresponding reasons, within sixty (60) days from the date when it receives the content of the publication in an electronic document. In the event that such decision is not communicated within the abovementioned period, the publication of said document will be deemed authorized.

Neither Party shall refer to the other Party, or any of its employees or students, in any non-academic publication, media statement or marketing material, without the other Party’s prior written consent.

SECTION 8 – Coordination

As coordinators for this Agreement, the Federal University of São Carlos appoints Dr Paula Rezende Camargo, professor of its Department of Physiotherapy and Postgraduate Program on



Physiotherapy; and the University of Otago appoints, Dr Daniel Cury Ribeiro, senior lecturer at its School of Physiotherapy.

SECTION 9 – Duration, amendments and termination

This Agreement is valid as from the date of the last signature by both Parties and will remain in force for five (5) years. The duration hereof may be extended by means of a duly signed amendment.

Any amendment hereto shall be agreed in writing and signed by the authorized representatives of both Parties.

Any Party can terminate this Agreement at any time by giving the other Party a termination notice in writing at least three (3) months in advance, along with return receipt, to the respective work address or e-mail addresses indicated below. In the event of termination hereof, ongoing activities will be duly concluded.

Federal University of São Carlos (UFSCar)
International Relations Office (SRInter)
Rodovia Washington Luís, km 235
13565-905 São Carlos (SP), Brazil
convenios-srinter@ufscar.br
srinter@ufscar.br

Research and Enterprise
University of Otago
PO Box 56
Dunedin 9054
research@otago.ac.nz
Attention: Dr Martin Gagnon
Director, Research and Enterprise

SECTION 10 – Settlement of disputes

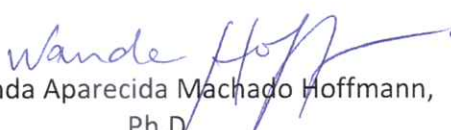
Questions and disputes arising from the interpretation or execution of this Agreement will be amicably settled by both Parties. If an amicable solution is not possible, they shall jointly appoint a third party, natural person, to act as arbitrator.

Nothing in this section shall prevent a Party seeking urgent interlocutory relief from a court.

Both Parties sign this agreement in four identical copies, two in Portuguese and two in English, to the same effect.

São Carlos, São Paulo (Brazil), 9 sep 2020

Dunedin, Otago (New Zealand), 22-Sep-2020


Prof Wanda Aparecida Machado Hoffmann,
Ph.D.
Rector
Federal University of São Carlos


Dr Martin Gagnon
Director, Research and Enterprise
University of Otago

ANNEX A – Display format of the specific academic, scientific and/or technical activity to be jointly implemented under this Agreement

<p>Activity nature/title</p>	<p>Joint research project “Scapular Movement Training X Conventional Exercises for Individuals with Shoulder Pain – Randomized Controlled Trial: a secondary analysis”, selected by São Paulo Research Foundation (FAPESP) on the framework of program SPRINT – São Paulo Researchers in International Collaboration on August 3, 2020, under the call for proposals SPRINT Call for Proposals – 4th Edition/2019</p>
<p>Funding source</p>	<p>FAPESP Grant Number 2020/00771-0, in connection with SPRINT program and resulting from the partnership/cooperation agreement for research between FAPESP and Universities New Zealand (UNZ) signed on May 12, 2017</p>
<p>Principal researcher – Federal University of São Carlos</p>	<p>Prof Paula Rezende Camargo, Ph.D.</p>
<p>Principal researcher – University of Otago</p>	<p>Prof Daniel Cury Ribeiro, Ph.D.</p>
<p> Signature for and on behalf of the Federal University of São Carlos</p>	<p>Name: Prof Wanda Aparecida Machado Hoffmann, Ph.D. Title: rector Date: 9 sep 2020</p>
<p> Signature for and on behalf of the University of Otago</p>	<p>Name: Dr Martin Gagnon Title: Director, Research and Enterprise Date: 22-Sep-2020</p>

ANNEX B – Research project to be jointly developed: “Scapular Movement Training X Conventional Exercises for Individuals with Shoulder Pain – Randomized Controlled Trial: a secondary analysis”

See enclosed project/work plan.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.