



## **GENERAL ACADEMIC COOPERATION AGREEMENT**

#### **BETWEEN THE**

### UNIVERSIDADE FEDERAL DA PARAÍBA

#### **AND THE**

# RYERSON UNIVERSITY as represented by its DAPHANE COCKWELL SCHOOL OF NURSING

**UNIVERSIDADE FEDERAL DA PARAÍBA**, hereinafter referred to as "UFPB", a recognized Higher-Education Institution by means of the Federal Law 3.835, of 13 December 1960, CGC/MF 24.098.477/0001-10, (www.ufpb.br), whose central offices are located in Cidade Universitária – Campus I – Prédio da Reitoria – Castelo Branco – 58.051-900 – João Pessoa – Paraíba – Brazil, hereby represented by its Rector, **Professor Doctor Margareth de Fátima Formiga de Melo Diniz,** as published in the Diário Oficial da União (Official Federal Gazette), section 02, issue 217, p.01, of November 11, 2016.

And RYERSON UNIVERSITY'S DAPHNE COCKWELL SCHOOL OF NURSING, hereinafter referred to as the "DCSN". DCSON is a well-established innovative and socially committed post-secondary nursing education institution established in Toronto, Canada offering undergraduate and graduate degree programs for a population of more than 2,000 students, represented by its Provost and Vice President, Academic, **Dr. Michael Benarroch** and Vice President Research and Innovation, **Dr. Steven N. Liss**.

In support of collaborative research and student learning endeavors occurring between the parties, UFPB and the DCSN have agreed to this **General Cooperation Agreement** consisting of the following

#### **CLAUSES**

**FIRST** – Both parties commit to establishing cooperation in areas of common interest.

**SECOND** – In order to fulfill the above clause, the parties will consider the following forms of cooperation:

a) Joint student programs

- b) Supervision of visiting research students
- c) Project-based collaborative activities
- d) Organization of joint events, conferences, seminars, symposiums and talks
- e) Academic staff mobility
- f) Research collaboration

**THIRD** – The specific cooperation activities carried out under this Agreement will be formalized through specific addenda to this Agreement and should contain: scheduling, personnel involved, necessary resources, assessment procedures, and sequence of planned activities, as well as all the data and documents necessary to determine the aims and objectives of each specific activity.

**FOURTH** – Each party will appoint an individual responsible for the supervision of the activities provided for in this Agreement.

**FIFTH** – The parties may refer to public or private institutions, be they national or international, to obtain the necessary resources to finance – the whole or part of – the activities conducted under the framework of this agreement, whenever necessary. Neither party will submit an application for funding to a third party, naming the other party without that party's permission.

**SIXTH** – Both institutions agree to hold any confidential information received from the other party in the course of activity undertaken under this Agreement confidential.

**SEVENTH** – Nether party will use the name of the other party in any publicity or promotional material related to this Agreement without the other party's consent.

**EIGHTH** - Both institutions agree that, unless otherwise agreed to in writing for a specific activity, intellectual property that result from actions developed under the framework of this agreement will be owned by the party whose personnel have conducted the work. In case of joint work, the intellectual property will be jointly owned. The parties agree to always acknowledge the people who took part in the development of the work.

**NINTH** – The parties agree that their employees, members or agents of one party designated to jointly conduct any action will remain under the direction of or dependence on the party they are originally legally bound, regardless of conducting their work in facilities of the other party. In no case will such employees, members or agents be considered employees of the other party.

**TENTH** – It is agreed that neither party will be held responsible for property damage or financial loss that may result by force majeure or fortuitous events that may bring to a halt the activities provided for in this agreement or its addenda. The activities may be resumed in the same conditions and circumstances until their full completeness when the causes that motivated their suspension disappear.

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**ELEVENTH** – This Cooperation Agreement shall remain in force for a period of five (5) years from the date of its last signature. Upon expiration it may be renewed for the same length of time upon written communication and by signing a new agreement. This agreement may be amended on the parties' written mutual consent. Amendments will remain in force on de date of the latest signature. Either party can terminate the Cooperation Agreement by informing the other part expressly in writing three (3) months prior to the date proposed for expiration. In the event of such termination, all activities already started shall be allowed to proceed to their natural conclusion.

**TWELVETH** – This agreement has been signed in good faith; therefore, the cooperating institutions agree to settle amicably any dispute arising from the interpretation of this Agreement. If the issue cannot be resolved, the dispute shall be submitted to arbitration. Each institution shall designate a member of the arbitration committee and one member shall be chosen by mutual consent.

The representatives of both institutions herein sign this General Cooperation Agreement by producing four original documents, two (2) in Portuguese and two (2) in English, of identical layout and content.

UNIVERSIDADE FEDERAL OF PARAÍBA RYERSON UNIVERSITY as represented by its DAPHANE COCKWELL SCHOOL OF NURSING

Margareth de Fátima Formiga Melo Diniz Reitora

Jono Pessoa, 02/05/2018

Dr. Michael Benarroch Provost and Vice President, Academic

Dr. Steven N. Liss Vice President, Research and Innovation

I have authority to bind Universidade Federal of Paraíba

We have authority to bind Ryerson University