

PARTNERSHIP AGREEMENT CELEBRATED BETWEEN FUNDAÇÃO UNIVERSIDADE ESTADUAL DO CEARÁ (FUNECE) AND THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

The FUNDAÇÃO UNIVERSIDADE ESTADUAL DO CEARÁ (FUNECE) public legal entity registered under the CNPJ/MF nº 07.885.809/0001-97, located at Avenue Silas Munguba nº 1700, Campus Itaperi, CEP: 60714-903, Fortaleza/Ceará – Brasil, in this act represent by its Rector, **Prof. Dr. José Jackson Coelho Sampaio**, resident at Street Salvador Mendonça, nº 456, Parque Manibura, CEP: 60821-555, Fortaleza/Ceará – Brasil and registered under the CPF/MF nº 042.732.903-59, and the Board of Trustees of the Leland Stanford Junior University ("STANFORD"), represented on this act by **Geoffrey M. Cox, Senior Associate Dean for Administration and Finance of the Stanford Graduate School of Education**, hereby agree to establish the present Partnership Agreement in accordance with the following clauses:

FIRST CLAUSE – OBJECT

This contract regulates the cooperation between STANFORD and the PARTNER to offer a teacher professional development course in the specialization category named Programa de Especialização Docente Brasil ("**PED BRASIL**") between 2020 and 2022.

SECOND CLAUSE – TRAINING SEMINAR



I. STANFORD will offer, through the Lemann Center for Educational Entrepreneurship and Innovation in Brazil, a training seminar for a group of instructors chosen by the PARTNER.

II. The certificates of conclusion of the training seminar are personal and untransferable, and will not be awarded directly to the PARTNER, but to the participants that obtain satisfactory performance in the activities of the training seminar.

THIRD CLAUSE – MATERIALS

I. A collection of teaching materials and videos ("**LICENSED CONTENT**") was developed by STANFORD and will be an integral part of the implementation of **PED BRASIL**. The **LICENSED CONTENT** includes, but is not limited to, the following items:

- a. A curriculum consisting of 9 modules, with each module being composed of 12 classes;
- b. Support readings in Portuguese;
- c. Detailed description of pedagogical activities;
- d. Evaluation rubrics for the pedagogical activities;
- e. Protocols for classroom observations;
- f. Specifications for the development of a final portfolio that concludes the course;



g. A selection of videos created by Professor Jo Boaler and her team at Youcubed.

II. All right, title and interest to the **LICENSED CONTENT** shall, at all times, vest with **STANFORD. PARTNER** agree not to create derivatives or adaptations of the **LICENSED CONTENT** for any use, included, but not limited to, commercial or non-commercial use.

III. The **PARTNER** will receive a license for the use of the **LICENSED CONTENT** in 2020, 2021 and 2022 . During this period, the **LICENSED CONTENT** can be reproduced by the **PARTNER**, in paper or digital form, for the purposes of the implementation of **PED BRASIL**, granted that the original source is explicitly referenced and the reproduction is not a republication.

FOURTH CLAUSE – PED BRASIL

I. The **PARTNER** will offer all modules of **PED BRASIL** to its students in 2020, 2021 and 2022 in accordance with the specifications herein determined by the Lemann Center and the pre-requisites established by the Ministry of Education of Brazil for teacher professional development courses in the specialization category.

II. The **PARTNER** understands that teaching practice is a fundamental component of **PED BRASIL**, and thus commits to establishing partnerships with local primary and secondary schools that provide written authorization for the implementation of its activities, including:

- h. The filming of classes, preserving the personality rights of students and staff being filmed;
- i. The *in loco* observation of activities taking place in the school;
- j. The implementation of interviews and the application of questionnaires with students and staff in the school;
- k. The application of assessment tests for students in the school.

III. The **PARTNER** understands that the filming and analysis of classroom videos are an indispensable element of **PED BRASIL**. To fulfill this requirement, the **PARTNER** agree to use software suggested by the Lemann Center at Stanford, at no cost of acquisition or use involved, specifically for the use of collecting and storing videos. The use of the software will not imply any cost to the **PARTNER**.



IV. The **PARTNER** assumes the obligation to ensure that, regardless of authorship, the ownership of the videos collected in the suggested platform will be vested to the **PARTNER**.

V. The **PARTNER** understands that the collection of video and survey data involving human subjects requires the signing of authorizations drafted specifically for this purpose in accordance with guidelines determined by the institutional review board at **STANFORD**.

VI. The **PARTNER** assumes the responsibility of ensuring that written authorizations from the persons being recorded, or their legal guardians when applicable, are collected by the authors of the videos in accordance with instructions given by the Lemann Center.

VII. The **PARTNER** agrees to ensure that the videos recorded throughout the implementation of **PED BRASIL** will be transferred to **STANFORD** when requested, alongside the required legal documents authorizing their use for research purposes.

VIII. To guarantee the quality of the implementation of the program, the Lemann Center will constitute and appoint a PED Brasil Management Board. The **PARTNER** agrees to ensure that the members of the Board have access to all the activities of **PED BRASIL** throughout its implementation.

IX. All judicial demands that occur as a result of the partnerships established by the **PARTNER** with local primary and secondary schools are the sole responsibility of the **PARTNER**.

X - The **PARTNER** is responsible for the preparation of a working plan that specifies the implementation of the program in accordance with the terms of this term of cooperation. The specification of a calendar for the implementation of the classes is in charge of the **PARTNER**'s program coordinator, contingent upon the recruitment of professors to open them.

FIFTH CLAUSE – TRADEMARK

I. The implementation of **PED BRASIL** does not imply an endorsement of **STANFORD** to the educational services provided by the **PARTNER**.

II. The **PARTNER** agrees not to induce the public, through media statements or advertising, to perceive **PED BRASIL** as a **STANFORD** course.

III. The **PARTNER** is not authorized to use the "Stanford" trademark or its logotype regardless of the purpose or media used.



IV. The **PARTNER** is not authorized to use the "Youcubed" trademark or its logotype regardless of the purpose or media used.

V. The **PARTNER** will refer to **STANFORD** as the owner of both the **LICENSED CONTENT** and the methodology used in **PED BRASIL**, without this being considered as an unauthorized use of the marks.

VI. The **PARTNER** understands that the use of the trademark "Lemann Center" and its logotype may be authorized in specific cases if permission in writing is provided by the directors of the Lemann Center.

SIXTH CLAUSE – PENALTIES

The **PARTNER** understands that the violation of any of the clauses in this contract will disconnect them from the activities developed by **STANFORD** in Brazil. This will include an immediate suspension of the license to use the materials described in Third Clause and the software described in the Fourth Clause.

SEVENTH CLAUSE – DURATION

The present contract shall be effective for **32 (thirty-two) months** from the date it is signed by both parties, and may be extended at the parties' discretion.

EIGHT CLAUSE – AMMENDMENTS

Amendments necessary to guarantee the faithful compliance of this contract may be implemented through additional terms agreed by the parties which shall, for all purposes, become an integral part of this instrument.

NINTH CLAUSE – TERMINATION

Without prejudice to the completion of any training in progress at the time of termination and the respective certification of those involved in such training, this contract may be terminated by any of the parties by serving written notice to the other party at least 30 (thirty) days prior to the termination.

TENTH CLAUSE – DISPUTE

I. The parties agree that any controversies, disputes or claims arising out of this agreement shall be settled by means of consensual negotiation. If an agreement is not reached, the parties will seek to negotiate through arbitration. **STANFORD** will choose the first arbiter, **PARTNER** will jointly choose a second, and a third shall be chosen by mutual agreement.



II. All teaching and research activities conducted in the framework of this contract shall be done in compliance with all the applicable laws, regulations, and guidelines of the countries and institutions in which the research is conducted.

III. The parties are aware of the content and scope of each of its clauses, state that there is no deceit, bad faith, or any other reason that vitiates its execution, and sign this contract in triplicate, all copies with the same content and validity.

Signature:

Geoffrey M. Cox



Date:

Feb 10, 2020

Senior Associate Dean for Administration and Finance of the Stanford Graduate School of Education, on behalf of the Board of Trustees of the Leland Stanford Junior University

Signature:

Prof. Dr. José Jackson Coelho Sampaio



Date:

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