

## **TERM OF INTERNATIONAL COOPERATION BETWEEN THE FOUNDATION CEARÁ STATE UNIVERSITY (BRAZIL) AND THE TORONTO METROPOLITAN UNIVERSITY (CANADA)**

The **Foundation Ceará State University - FUNECE/UECE**, a public higher education institution, registered with the CNPJ under No. 07.885.809/0001-97 and Creation Law No. 9.753, of October 18, 1973, headquartered at Avenida Doutor Silas Munguba, nº 1700, Campus do Itaperi, CEP: 60714-903, Fortaleza, Ceará, Brazil, represented by its President/Rector Me. Hidelbrando dos Santos Soares, Brazilian, married, RG nº 2021192262-0, CPF nº 500.823.453-68, named, as published in the Official State Gazette – DOE, of January 13, 2021, and **Toronto Metropolitan University**, a public post-secondary institution, headquartered at 350 Victoria Street, Toronto, ON M5B 2K3, recognized by Toronto Metropolitan University Act, 1977, represented by Dr. Roberta Iannacito-Provenzano and Dr. Steven N. Liss, hereinafter referred to as "Parties" in accordance with the legislation governing the matter, agree to the following:

### **Clause One**

#### **Objective**

- 1.1** Formalize international cooperation relations based on the establishment of mutual agreements and understandings, with a view to developing academic and cultural exchange in the forms of education, research and extension.

### **Clause Two**

#### **Responsibility between the parties**

- 2.1** Within the framework of academic cooperation, it is the responsibility of both parties to provide the appropriate conditions for the realization of the program offered and/or proposed by either party as desirable, executable, and that will contribute to the promotion and development of cooperative relations between the parties.

### **Clause Three**

#### **Methods**

- 3.1** All agreements and assistance to these will be subject to the availability of subsidy and the specific approval of the Parties for the collaborative and reciprocal realization of activities and/or programs such as:
  - 3.1.1** In-person and/or virtual exchange of teaching staff, researchers, members of research groups/ and technical-administrative servers;
  - 3.1.2** Face-to-face and virtual exchange of students;
  - 3.1.3** Preparation of teaching, research and extension activities in face-to-face and virtual formats;
  - 3.1.4** Organization of academic and artistic events such as: conferences, symposia, seminars, among others;
  - 3.1.5** Organization of representative academic and/or work missions;
  - 3.1.6** Development of cultural exchange activities;
  - 3.1.7** Conducting training, at the undergraduate and graduate levels, in courses offered by both institutions;
  - 3.1.8** Creation of opportunities for the development of the academic-functional framework on both sides, through multilateral programs such as: training; exchange of best practices and experiences; staff improvement; among others.
  - 3.1.9** Provision of consultancy;
  - 3.1.10** Exchange of academic information and materials;
  - 3.1.11** Joint publication of research reports, articles, books etc.
  - 3.1.12** Conducting double degree programs or joint degree in joint thesis tutorship, in compliance with the legislation of each institution; and
  - 3.1.13** Other academic cooperation and activities deemed mutually appropriate.
- 3.2** The activities and/or programs must, before the beginning of their execution, be organized and signed by Addendum Terms to this Agreement, which will specify: the characteristics; the goals; the responsible; the work plan and the schedule for completion.

## **Clause Four**

### **Agreement Execution Policy**

- 4.1** The contents of this Agreement and its Addendums shall not constitute either Party as an agent, server or employee, each Party being fully and solely responsible for its own actions and for the obligations generated by this agreement. Thus, there will be no employment relationship with UECE, and no employment relationship with other institutions will be admitted.
- 4.2** The activities developed under this Agreement will be supervised and coordinated by those responsible for the international area of each institution, or by those officially designated to represent them.
- 4.3** Each party shall be responsible for ensuring complete compliance of its participants in programs or activities with the laws and regulations, requirements and necessary arrangements of the respective countries.
- 4.4** This Agreement is subject to any legislation relevant to the matter, including Brazilian law No. 14.133/2021 where applicable. No exchange of academic fees will be made between the Parties. Academic fees for participants in any activity and/or program will be paid directly to the institution that generates the charge.
- 4.5** UECE is a free public college education institution. Thus, the Parties may choose to establish a full reciprocity clause regarding the payment of fees and annuities or negotiate regarding the number of vacancies, exemptions and discounts, which may be established in each Addendum.
- 4.6** Other costs may be financed by external bodies or will be borne by the participant/student, who will also be responsible for travel and accommodation expenses abroad.
- 4.7** The existence of this Agreement does not imply a guarantee of financial support on behalf of either party.

## **Clause Five**

### **Intellectual Property**

- 5.1** When any collaborative action results in the generation of intellectual property, the parties involved must immediately, through their respective official representatives, establish the rights over such property, seeking, in this act, to preserve the harmonious relationship between the institutions, with the exception of the specific legislation in force in the country of each participant.
- 5.2** In all communications and publications resulting from projects developed under this Agreement, both the Ceará State University and the Toronto Metropolitan University will be expressly indicated in the credits of such production.

## **Clause Six**

### **Term and Termination**

- 6.1** This Agreement will be valid for up to five (5) years from the date of the last signature. Any addition and/or modification requires written approval from both Parties and must be attached to this document. Unless indicated by the agreeing Parties and clause one (Object), which cannot be modified after signatures.
- 6.2** After the initial period of five years, a new Agreement may be signed in writing and under mutual consent, upon delivery of an activity report.
- 6.3** The Parties reserve the right to cancel this Agreement, by means of written communication, at least 90 (ninety) days in advance.
- 6.4** In the event of complaint, it must be made by written communication at any time with the right to rescind in cases of legal infringement or non-compliance with any of the obligations established in this Agreement or in its Addendums. This decision will not affect the academic activities in progress, which must continue until its completion as provided for in the Addendum.

## **Clause Seven**

### **Forum and Litigation**

- 7.1** In case of difficulties in the interpretation or execution of this Agreement, the option for consensual and extrajudicial resolution of conflicts between the Parties will prevail, that is, self-composition, mediation and arbitration. In the last two, the mediator or arbitrator will be chosen by mutual agreement between

the Parties. The judicial remedy will only be used as a last option, after all other legal channels have been exhausted. In this case, the disputes will be resolved by the jurisdiction where the fact occurs and, if necessary, judged according to the principles of Public International Law.

### Clause Eight

#### Publication of the Agreement

- 8.1** Each Party will officially publish an extract of this Agreement if required by the law of the respective country.

### Clause Nine

#### Other Provisions

- 9.1** Signing this Agreement does not prevent the Parties from entering into other similar agreements with other institutions, subject to the restrictions that may be made on the use of goods and the disclosure of information and the limitations imposed by copyright.
- 9.2** Once the interests are agreed, this Agreement is signed by the parties in 04 (four) originals, 02 (two) written in Portuguese and 02 (two) written in English, of equal content and with only one effect.

City and date:

City and date:

**Foundation Ceará State University -  
FUNECE/UECE**

**Toronto Metropolitan University - TMU**

HIDELBRANDO  
DOS SANTOS  
SOARES:5008234  
5368  
Hidelbrando dos Santos Soares  
Dean/President

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por HIDELBRANDO DOS  
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Signed by:

*Roberta Iannacito-Provenzano*

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Dr. Roberta Iannacito-Provenzano  
Provost and Vice President, Academic

Signed by:

*Dr Steven N Liss*

8/29/2024

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

Witnesses: (full name and official document number).