AGREEMENT BETWEEN

NAME OF BRAZILIAN UNIVERSITY

UNIVERSITY OF MIAMI

The NAME OF BRAZILIAN UNIVERSITY, located at, herein represented by its Rector, NAME,and the **UNIVERSITY OF MIAMI**, located at 1400 NW 10th Avenue, Dominion Tower 1205-H, Miami, Florida 33136, United States of America, herein represented by its Vice Provost for Research, John L. Bixby, Ph.D., based on the shared understanding that cooperation between both institutions will further research and other academic and cultural activities, do hereby resolve to execute this Agreement, which shall be governed by the following terms and conditions:

**SECTION 1 – PURPOSE**

The NAME OF BRAZILIAN UNIVERSITY and the UNIVERSITY OF MIAMI agree to promote academic cooperation between both institutions, in areas of common interest, by means of:

1. exchange of teaching staff and researchers;

2. joint development of research projects;

3. joint organization of scientific and cultural events;

4. interchange of information and of academic publications;

5. exchange of students;

6. exchange of members of their technical and administrative staffs;

7. shared courses and subjects.

**SECTION 2 – IMPLEMENTATION**

For the purpose of implementing each specific cooperation activity, both institutions shall prepare a work program describing the forms, the means and the respective responsibilities, which shall thereupon be the object of a Specific Agreement, to be executed by the concerned parties.

**SECTION 3 – FUNDING**

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.

**SECTION 4 – REQUIREMENTS**

The scholars and students taking part in the cooperation programs hereunder shall comply with the immigration requirements of the country of the host university, and shall contract an international medical and hospital insurance covering the stay abroad.

# SECTION 5 – ACADEMIC FEES

The exchange students involved in exchange programs shall pay such academic fees, if any, at their home institution.

**SECTION 6 - INTELLECTUAL PROPERTY RIGHTS**

Each Party shall own all IP which is generated by its staff, students and agents pursuant to this Agreement. Considering that this agreement is important to the progress of science and to the production of knowledge, the parties agree to provide mutual licenses without costs for each one to make use of IP for non-commercial academic activities inside the institutions.

 In the event that both Parties are responsible for jointly generating IP, such IP shall be jointly owned in accordance with the inventive contribution made by each Party. If such IP is capable of commercial exploitation neither Party shall exploit without the consent of the other and on terms to be agreed by means of a specific Agreement.

**SECTION 7 - PUBLICATION**

Both Parties shall jointly publish results arising from this Agreement in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give 30-day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 for their own research and development purposes. However, any use by either Party of the other Party’s background information for research and development purposes shall be the subject of a separate agreement.

**SECTION 8 – CONFIDENTIALITY**

This Agreement and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this Agreement or any subsequent contractual undertakings shall be treated as confidential (“the Confidential Information”). The Confidential Information shall not be used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

Neither Party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:

1. is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
2. is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential; or
3. 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 an obligation of confidentiality; or
4. has been independently developed by the Partner making the disclosure; or
5. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
6. is approved for release in writing by an authorised representative of the Party whose information it is.

In the execution of this Agreement both Parties shall observe the legislative and regulatory framework in their respective countries.

# SECTION 9 – EFFECTIVE TERM

This Agreement shall become effective on the date of its execution and shall remain effective for a period of two (2) years.

**SECTION 10 - AMENDMENTS**

Any changes to the terms and conditions of this Agreement shall become effective by means of an Amendment mutually accepted by the signatory parties.

**SECTION 11 – COORDINATION**

As coordinators for this Agreement, the following are appointed: on behalf of NAME of BRAZILIAN UNIVERSITY, TITLE and on behalf of the UNIVERSITY OF MIAMI, Office of the Vice Provost for Research.

**SECTION 12 – TERMINATION**

This Agreement may be terminated at any time, by either party, by means of a sixty (60)-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for the closing of each one of the programs affected by the termination, provided however that the activities in course at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

**SECTION 13 – SETTLEMENT OF DISPUTES**

In order to settle any doubts that may arise under the performance or in the construction of this Agreement, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party natural person, to act as mediator.

And having thus agreed and covenanted, the parties execute this Agreement in two (2) identical counterparts in each version, in English and in Portuguese, to one and same effect. In the event of any conflict or inconsistency between the English language version and the Portugese language version, the English language version shall govern the interpretation and construction hereof.

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| **NAME OF BRAZILIAN UNIVERSITY**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**NAME****Rector** **Date:** | **UNIVERSITY OF MIAMI****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****John L. Bixby, PhD.** **Vice Provost for Research** **Date:**  |