



Convênio nº 2494.013/2021-UFS
Processo nº 012620/2020-81



MEMORANDUM OF UNDERSTANDING

By this Memorandum, on the one hand, RYERSON UNIVERSITY, located in Toronto, Ontario, Canada, hereby represented by the Interim Provost and Vice President, Academic, Dr. Saeed Zolfaghari and the Vice President, Research and Innovation, Dr. Steven N. Liss and on the other hand, the FEDERAL UNIVERSITY OF SERGIPE headquartered at Cidade Universitária “Prof. José Aloísio de Campos, located in São Cristóvão, Sergipe, Brazil, represented by its Dean, Dr. Valter Joviniano de Santana Filho, hereby mutually agree to respect the clauses and conditions below:

WHEREAS:

- A. the parties recognize the mutual interests and goals in developing a framework for academic and research collaboration; and
- B. the parties wish to work together for the purpose of establishing long-term, mutually beneficial programs to promote international opportunities for students and faculty;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. The parties shall develop the following areas for collaboration in keeping with the mandates of each party:
 - (a) Supervision of visiting research students
 - (b) Project-based collaborative activities
 - (c) Organization of joint events, conferences, seminars, symposiums and talks
 - (d) Academic staff mobility
 - (e) Research collaboration
2. Any activity carried out within the broad framework of this Memorandum of Understanding is subject to the mutual consent of the parties taking into account constraints of time, funding and other relevant resources.
3. Each activity is to be governed by terms and conditions separately negotiated by the parties and subject to the written agreement of the parties through an exchange of letters or the signing of a separate joint agreement.
4. Each party shall pay its own costs, expenses, risks, or liabilities arising out of the implementation of this Memorandum of Understanding.
5. This Memorandum of Understanding is valid for five (5) years, starting on the date of its signing. If both parties are interested, the instrument may be renewed through the signing of a new Memorandum of Understanding

6. Either party may terminate this Memorandum of Understanding at any time by either party providing six (6) months written notice to the other party of its intention to do so.
7. Each party is an independent contractor and has no authority to represent or bind the other party.
8. Neither party may assign this Memorandum of Understanding without the prior written consent of the other party.
9. This Memorandum of Understanding is binding upon and enures to the parties and their respective successors and permitted assigns.
10. Eventual disputes will be resolved by the jurisdiction where the event occurs and, if necessary, judged by the principles of Public International Law. In the case of an obligation to be fulfilled in Brazil, the court of the Federal Justice, Judiciary Section of the State of Sergipe, is elected. In the case of an obligation to be fulfilled in Canada, the competent courts in Toronto will be responsible for the cases.
11. The versions of this agreement, whether in English or Portuguese, have the same meaning and value. And as the parties agree with the content and conditions stated, they sign the 02 (two) original copies of this document.

IN WITNESS WHEREOF this Memorandum of Understanding has been executed by the parties hereto.

RYERSON UNIVERSITY



Dr. Saeed Zolfaghari
(I) Provost and Vice President, Academic



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

We have authority to bind Ryerson University

FEDERAL UNIVERSITY OF SERGIPE

VALTER JOVINIANO Assinado de forma digital
DE SANTANA por VALTER JOVINIANO
FILHO:7992750551 DE SANTANA
5 FILHO:7992750551
Dados: 2021.04.22
10:45:12 -03'00'

Dr. Valter Joviniano de Santana
Filho
Rector

I have authority to bind Federal University of
Sergipe