



## MEMORANDUM OF UNDERSTANDING

**BETWEEN:** **UNIVERSIDADE DO ESTADO DE SANTA CATARINA**  
**Florianópolis, Santa Catarina, Brazil**  
**Av. Madre Benvenuta, 2007 – Itacorubi, Florianópolis, Santa Catarina, Brasil – CEP 88035-901**  
**("UDESC")**

**AND:** **CONCORDIA UNIVERSITY OF EDMONTON**  
**Located in Edmonton, Alberta, Canada –**  
**7128 Ada Boulevard - Edmonton AB - T5B 4E4 - Canada**  
**("Concordia")**

**WHEREAS** Concordia is a University continued pursuant to the terms of the *Post-Secondary Learning Act* and desires to enter into a cooperative relationship with UDESC whereby there may be an exchange of ideas and /or people between the two parties;

**WHEREAS** UDESC is and desires to enter into a cooperative relationship with Concordia whereby there may be an exchange of ideas and /or people between the two parties;

**WHEREAS** UDESC and Concordia would like to cooperate with each other in areas including any program offered at either institution as felt desirable and feasible on either side and that both sides feel contribute to the fostering and development of the cooperative relationship between the two universities;

**WHEREAS** both institutions are autonomous, self-governing entities with the power to enter into agreements considered to be in their best interests and to advance their ability to achieve the requirements of their mission and mandate;

**AND WHEREAS** UDESC and Concordia have agreed to enter into this non-binding Memorandum of Understanding (the "MoU") that enables them to work together in the pursuit of the objectives set out herein;

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**NOW THEREFORE** this MoU sets out the intent of the working relationship between the parties as follows:

**1. NATURE OF THE MOU**

- 1.1. This MoU establishes the framework by which the parties will work together in an effort to foster and develop a cooperative relationship between the two Universities through the activities listed below in a manner that is consistent with the mandates, policies, priorities, and resources of each party and which is in accordance with the *Post-Secondary Learning Act*.
- 1.2. Except for the provisions herein dealing with privacy and confidentiality, this MoU does not create any legally binding obligation on the part of the parties but contemplates further legally binding agreement(s) being considered.
- 1.3. Specific terms of collaborative activities shall be agreed to by the two Universities in a further legally binding agreement (the "Agreement") which shall be made pursuant to this MoU in the form of an appendix thereto for the limited purpose of the particular activity addressed in that Agreement. If the Agreement is expected to include collaborative research, issues such as confidential information, intellectual property and publication rights shall be addressed in the Agreement.

**2. OBJECTIVES**

- 2.1. The general intent of this MoU is to establish a framework through which the parties to this MoU can foster and develop a relationship between the Parties through such activities as:
  - a. Mobility of graduate and / or undergraduate students;
  - b. Mobility of faculty and/or staff;
  - c. Joint research activities and publications;
  - d. Participation in seminars and academic meetings;
  - e. Exchange of academic materials and other information; and
  - f. Special short-term academic programs.

**3. COLLABORATIVE PROJECTS**

All student programming agreements between the parties shall conform to this MoU and be approved by President of Concordia, or designate, and the Rector of UDESC, or designate.

**4. COSTS AND EXPENSES**

Each party shall bear its own costs and expenses arising from this MoU unless otherwise mutually arranged and agreed to.

**5. TERM**

- 5.1. This MoU shall come into force and effect from the date on which the document has been endorsed by both Universities, or from the date on which the last University endorses the MoU, and shall continue in effect for a period of five (5) years from the date of this MoU or until terminated by mutual agreement or pursuant to section. 5.2.
- 5.2. Either party may terminate this MoU on six (6) months written notice to the other party.
- 5.3. This MoU may be amended or extended by the mutual written consent of the two parties.

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**6. NOTICES**

All notices to be given pursuant to this MoU shall be sent in writing to the following individuals:

	<b>For UDESC</b>	<b>for Concordia</b>
<i>Name</i>	Julia Bittencourt	Dr. Manfred Zeuch, Ph.D
<i>Title</i>	<i>Dean of the International Office</i>	Vice-President External Affairs and International Relations
<i>Address</i>	Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil	7128 Ada Boulevard - Edmonton AB T5B 4E4 - Canada
<i>Telephone</i>	+55 – 48- 36648083	+1-780-479-9329 (office) +1-780-491-5008 (cell)
<i>Fax</i>		1-780-469-8419
<i>e-mail</i>	<i>scii.reitoria@udesc.br</i>	<i>manfred.zeuch@concordia.ab.ca</i>

Notice shall be deemed to be received on the date of delivery if delivered by hand or transmitted by facsimile.

**7. ACCESS TO INFORMATION AND PRIVACY LEGISLATION**

The parties acknowledge that Concordia is a public body subject to the *Personal Information Privacy Act (PIPA)* as amended, which governs its own *Personal Information Privacy Policy (PIPP)*. For further information, contact Concordia's privacy officer, Mrs. Judy Kruse: [judy.kruse@concordia.ab.ca](mailto:judy.kruse@concordia.ab.ca).

**8. CONFIDENTIALITY**

Each party acknowledges that it may come into possession of confidential information of the other party. Accordingly, each party agrees that it will only use such confidential information for the purposes contemplated in this MoU and that it will not, without the prior, written consent of the other party, disclose to any third party such confidential information. For the purposes of this MoU, "confidential information" shall not include information that was already in the public domain, information that comes into the public domain through no act of the receiving party or information that is required to be disclosed under any applicable law or by order of a court.

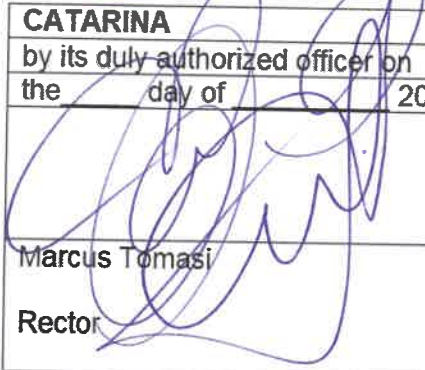
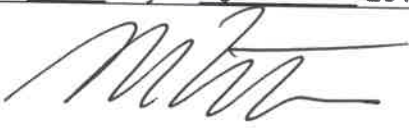
In WITNESS WHEREOF the parties have caused this MoU to be executed on the dates indicated below.

Signed for and on behalf of

Signed for and on behalf of

**UNIVERSIDADE DO ESTADO DE SANTA**



<b>CATARINA</b>	<b>CONCORDIA UNIVERSITY OF EDMONTON</b>
by its duly authorized officer on	by its duly authorized officer on
the        day of        2019	the <u>6</u> day of <u>Dec</u> 2019
	
Marcus Tomasi Rector	Dr. Manfred K. Zeuch Vice-President External Affairs and International Relations