



ACORDO DE COOPERAÇÃO

ENTRE A

UNIVERSIDADE DO ESTADO DE SANTA CATARINA-UDESC, BRASIL

E A

MCMaster UNIVERSITY

A UNIVERSIDADE DO ESTADO DE SANTA CATARINA-UDESC, BRASIL, instituição de educação superior sem fins lucrativos, neste ato representada por seu Reitor, Prof. Dilmar Baretta **Dilmar Baretta**, com sede na Av. Madre Benvenuta, 2007, CEP: 88.035-901, Florianópolis/SC, Brasil, inscrita com CNPJ 83.891.283/0001-36.

E a **McMaster University**, neste ato representada pelo pesquisador, **Dr. Stephen Velluis**, com sede na 1280 Main Street West, Hamilton, ON L8S 4L8 Canada, doravante denominadas **Partes**, desejando estabelecer relações cooperativas, têm entre si acertadas as seguintes cláusulas e condições:

ARTIGO PRIMEIRO: OBJETO

Este Acordo tem por objeto a definição das condições gerais em que as ações conjuntas serão realizadas pelas partes, no campo da educação e da pesquisa.

ARTIGO SEGUNDO: ÁREAS DE COOPERAÇÃO

A cooperação será realizada através de programas conjuntamente concebidos relativos a:

- I - mobilidade de docentes e pesquisadores;
- II- mobilidade de alunos de pós-graduação, incluindo dupla diplomação;



AGREEMENT OF COOPERATION

BETWEEN THE

UNIVERSIDADE DO ESTADO DE SANTA CATARINA-UDESC, BRASIL

AND THE

MCMaster UNIVERSITY

UNIVERSIDADE DO ESTADO DE SANTA CATARINA-UDESC, BRASIL, a higher education non-profit institution, represented by its legal representatives the Rector **Dilmar Baretta** settled on Av. Madre Benvenuta, 2007, Zip code 88.035-901, Florianópolis/SC, Brazil, registered in the national corporate database under the number: 83.891.283/0001-36.

And the **McMaster University**, represented by its Principal Investigator, **Dr. Stephen Velluis**, with main office at 1280 Main Street West, Hamilton, ON L8S 4L8 Canada hereinafter called **Parties**, wishing to establish cooperative relations, agree as follows:

ARTICLE ONE - SCOPE

The aim of the present Agreement is to define the framework in which joint actions shall be taken to promote the cooperative relations in education and research by the parties.

ARTICLE TWO - AREAS OF COOPERATION

Cooperation will be executed in case of availability of grounded and agreed programs relating to:

- I - exchange of faculty members and research staff;
- II - exchange of graduate students,

III - pesquisa conjunta;
IV - participação em eventos acadêmicos;
V - permuta de materiais e de informações acadêmicas;
VI - programas de treinamento e acadêmicos de curta duração;
VII - desenvolvimento profissional.

ARTIGO TERCEIRO: MOBILIDADE DE ESTUDANTES

As partes avençam o seguinte:

§ 1º - Nenhuma taxa ou mensalidade escolar será cobrada pela instituição de destino.

§ 2º - O aluno intercambista será responsável pelas despesas com alojamento, alimentação, viagens, livros e outras despesas pessoais.

§ 3º - Os alunos de ambas as instituições deverão providenciar seguro médico e de saúde na vigência de seu período de intercâmbio.

§ 4º - Os alunos de ambas as instituições serão matriculados em sua instituição de origem, mas gozarão de todas as vantagens próprias dos alunos da instituição de destino.

§ 5º - A instituição de destino assistirá os alunos na busca de alojamento adequado e estágio profissional.

ARTIGO QUARTO - MOBILIDADE DE DOCENTES

As partes acertam o que segue:

I - A apresentação de aulas e palestras pelo corpo docente da universidade parceira e a comunicação direta entre docentes trabalhando em pesquisas em áreas específicas.

II - Participação em conferências e eventos científicos organizados pela universidade

including joint degrees;

III - joint research activities;

IV - participation in academic meetings;

V - exchange of academic materials and information;

VI - special short-term academic, training programs;

VII - professional development.

ARTICLE THREE - STUDENTS EXCHANGE

The parties intend the following:

§ 1º - No study fees will be charged by the host university.

§ 2º - The student participants will be responsible for the cost of room, board, travel, books and other personal expenses.

§ 3º - Students from both institutions shall be required to have appropriate health and medical insurance for the duration of their stay at the host institution.

§ 4º - Students from both institutions will register in their university of origin but will enjoy all the privileges accorded to students at the host institution.

§ 5º - The receiving university will assist the students in finding a suitable accommodation and an internship.

ARTICLE FOUR - EXCHANGE OF FACULTY MEMBERS

The parties intend the following:

I - The presentation of lectures by academic staff from the partner university and the direct exchange of ideas between colleagues working on special research areas.

II - Participation in scientific conferences and events organized by the partner university.

III - Scientific work on joint research projects.

parceira.

III - Produção científica em projetos de pesquisa conjunta.

IV - Ambas as universidades comprometem-se, tanto quanto possível, a prestar assistência ao visitante da universidade parceira e a assisti-lo na localização de hospedagem adequada.

V - Para que todas as providências sejam tomadas a tempo, as demandas especiais ou obrigações decorrentes da visita de membros do corpo docente da universidade parceira serão acertadas antes da visita.

VI - A universidade de destino não efetuará pagamento de salários ao professor visitante da universidade parceira.

ARTIGO QUINTO - TERMOS ADITIVOS

Este Acordo de Cooperação e seus termos aditivos poderão ser alterados por consenso entre as partes, mediante termo aditivo que se tornará parte do presente Acordo.

ARTIGO SEXTO - VIGÊNCIA

Este Acordo entrará em vigor na data de sua assinatura pelas partes, pelo prazo de cinco (5) anos.

Cada uma das partes pode rescindir este contrato por qualquer motivo, mediante notificação por escrito à outra parte, com 90 (noventa) dias de antecedência. No entanto, no caso deste Contrato ser rescindido ou modificado, os trabalhos iniciados previamente à sua rescisão ou modificação deverão ter continuidade até sua plena execução.

Este Acordo é assinado em duas (2) vias originais e igualmente autênticas, redigidas em Inglês e Português.

IV - Both universities undertake to care, as far as possible, for the needs of visitors from the partner university and to assist them in finding suitable accommodation.

V - In order that necessary arrangements can be made in a timely manner, special provisions or obligations relating to visits by academic members of staff will be agreed before the beginning of the visit.

VI - The host university will make no salary payments to the visiting members of staff.

ARTICLE FIVE - ADDENDA

This Agreement and its addenda may be amended with the consent of the two parties through a written addendum which will become part of this Agreement.

ARTICLE SIX - DURATION OF THE AGREEMENT

This Agreement will enter into force from the date of its signature by both parties and remains in effect for a term of five (5) years.

Each party may terminate this agreement for any reason upon ninety (90) days written notice to the other party. However, in the event that this Agreement is terminated, the activities initiated previously to such termination or modification should be fully accomplished.

This Agreement is signed in two (2) original and equally authentic copies, all drafted in English and Portuguese languages.

Florianópolis, Brasil, / /2020

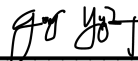
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Prof. Dilmar Baretta
Reitor / *Rector*

Pela McMaster University



Gay Yuyitung
Executive Director,
McMaster Industry Liaison Office (MILO)

MUTUAL NON-DISCLOSURE AGREEMENT

PARTIES: McMaster University ('**McMaster**')
1280 Main Street West
Hamilton, ON L8S 4L8

Universidade do Estado de Santa Catarina - UDESC ('**University**')
Av. Madre Benvenuta, 2007
Itacorubi, Florianópolis / SC
CEP: 88.035-901

DATE: February, 20, 2020 ('**Effective Date**')

In consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties), the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

Confidential Information means any information disclosed by one party (the '**Discloser**') to the other (the '**Recipient**') relating directly or indirectly to *Film deposition through hybrid system, DC sputtering and cathode arc, manufactured by Kobelco company*, which is identified by the Discloser, either orally or in writing, as confidential, either at the time of disclosure or, if disclosed orally, confirmed in writing within thirty (30) days following the original disclosure.

2. EXCEPTIONS TO CONFIDENTIAL INFORMATION

This Agreement does not apply to information that:

- i. was available to the public at the time of disclosure, or subsequently became available to the public without fault of Recipient;
- ii. was known to Recipient at the time of disclosure or was independently developed by Recipient, provided there is adequate documentation to confirm such prior knowledge or independent development;
- iii. was received by Recipient from a third party and Recipient was not aware that the third party had a duty of confidentiality to Discloser in respect of the information;
- iv. is used or disclosed by Recipient with Discloser's prior written approval; or
- v. is required to be disclosed by law, provided that Recipient gives Discloser sufficient prior written notice of any such disclosure to allow Discloser to contest the disclosure. Any action taken by Discloser to contest the disclosure must not compromise the obligations of Recipient under the order to disclose or cause Recipient to be subject to any fine, penalty or prosecution.

3. DESIGNATED REPRESENTATIVES

Each party designates a representative for coordinating receipt, release and delivery of Confidential Information, which for McMaster will be Dr. Stephen Veldhuis and/or Dr. Jose Mario Paiva and for **Universidade do Estado de Santa Catarina (Udesc)**: Luis César Fontana

4. USE OF CONFIDENTIAL INFORMATION

Recipient may only use the Confidential Information for the purpose of type of purpose/or a research collaboration and not for any commercial purpose ('Permitted Purpose'). Recipient must not use the Confidential Information for any other purpose without the prior written approval of Discloser.

5. NON-DISCLOSURE

Recipient must keep the Confidential Information in confidence. Recipient may only disclose the Confidential Information to its employees, directors, officers, agents, students (in University's case) and consultants who have a need-to-know the Confidential Information for the Permitted Purpose, provided that they are advised of the confidential nature of the Confidential Information and are under an obligation to maintain its confidentiality. Recipient must not otherwise disclose Confidential Information to any person or third party without the prior written approval of Discloser.

6. STANDARD OF CARE

Recipient must use at least the same standard of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar nature and, in any event, no less than a reasonable standard of care. Recipient must notify Discloser promptly upon discovery that any Confidential Information has been accessed or otherwise acquired by or disclosed to an unauthorized person.

7. RETURN OF CONFIDENTIAL INFORMATION

If requested in writing by Discloser, Recipient must cease using, return to Discloser and/or destroy all Confidential Information and any copies of Confidential Information in its possession or control. Recipient may retain one archival copy of such Confidential Information for the sole purpose of establishing the extent of the disclosure of such Confidential Information, provided that such information is not used by Recipient for any other purpose and is subject to the confidentiality requirements set out in this Agreement.

8. NO LICENCE OR OTHER RIGHTS

All Confidential Information remains the property of Discloser and no licence or any other rights to the Confidential Information is granted to Recipient under this Agreement. This Agreement does not obligate the Discloser to make any disclosure of Confidential Information to the Recipient or require the parties to enter into any business relationship or further agreement.

9. LIMITED WARRANTY & LIABILITY

Discloser warrants that it has the right to disclose the Confidential Information to Recipient. Discloser makes no other warranties in respect of the Confidential Information and provides all information "AS IS" without any express or implied warranty of any kind, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. Neither party will be liable for any special, incidental or consequential damages of any kind whatsoever resulting from the disclosure, use or receipt of the Confidential Information.

10. TERM

This Agreement and Recipient's obligation to keep Confidential Information confidential expires three (3) years after the Effective Date.

11. GENERAL PROVISIONS

11.1 **Notices** - All notices given under this Agreement must be in writing and delivered by courier or registered mail, return receipt requested, or facsimile, to the address of the party set out on page one of this Agreement. All notices to the University must be addressed to:

Executive Director
McMaster Industry Liaison Office
175 Longwood Road South
McMaster Innovation Park, Rm. 305
Hamilton, ON L8P 0A1
Tel. 905.525.9140, ext. 23164
Fax. 905.546.1372
yuyitun@mcmaster.ca

and all notices to the UDESC must be addressed to:

Reitor
Prof. Dilmar Baretta
Av. Madre Benvenuta, 2007 - Itacurubi
CEP: 88.035-901, Florianópolis/SC, Brasil.
Fone: (48) 3664-8000
e-mail: reitor@udesc.br

Notices will be deemed to have been received on the date of delivery, if delivered by courier, on the fifth business day following receipt, if delivered by registered mail or on the first business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile.

- 11.2 **Remedies** - Recipient agrees that damages may not be an adequate remedy for any breach or threatened breach of the Recipient's obligations under this Agreement. Accordingly, in addition to any and all other available remedies, Discloser will be entitled to seek a temporary or permanent injunction or any other form of equitable relief to enforce the obligations contained in this Agreement.
- 11.3 **No waiver** - Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion.
- 11.4 **Assignment** - Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 11.5 **Regulatory compliance** - Each party must comply with all applicable laws, regulations and rules in its jurisdiction, including but not limited to those relating to the export of information and data.
- 11.6 **Entire Agreement** - This Agreement represents the entire agreement between the parties with regard to the Confidential Information and supersedes any previous understandings, commitments or agreements, whether written or oral. No amendment or modification of this Agreement will be effective unless made in writing and signed by authorized representatives of both parties.
- 11.7 **Severability** - If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.

11.8 **Binding Effect** - This Agreement is binding upon and will enure to the benefits of the parties and their respective successors and permitted assigns.

11.9 **Execution** - This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or electronically by PDF and all such counterparts, facsimiles and PDF copies shall together constitute one agreement. The parties agree that facsimile or PDF copies of signatures have the same effect as original signatures.

11.10 **Governing Law** - This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

The parties have duly executed this Agreement by their duly authorized representatives as of the Effective Date.

McMaster

Gay Yuyitung
Executive Director, MILO

June 6, 2020

Date

University

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Dilmar Baretta
Reitor UDESC

Date

The Principal Investigator for each institution acknowledges the terms and conditions set out in this Agreement and agrees to be bound by the confidentiality obligations contained within it. The Principal Investigator will ensure that any faculty or staff dealing with the Confidential Information are aware of the terms of this Agreement and agree to abide by them.

Luis César Fontana - Investigator UDESC

Date

Dr. Stephen Veldhuis

June 8, 2020

Date