

***Memorandum of Understanding  
on  
Research & Academic Cooperation***

*Between*

***McMaster University***  
*Hamilton, Ontario, Canada*

*And the*

***Universidade Federal de Ciências da Saúde de Porto  
Alegre, UFCSPA***  
*Porto Alegre - Brazil*

Concerning Research and Academic Cooperation between McMaster University and the Universidade Federal de Ciências da Saúde de Porto Alegre.

McMaster University and the Universidade Federal de Ciências da Saúde de Porto Alegre desire to collaborate and strengthen academic and R&D cooperation between their respective institutions based on the principles of mutual benefit;

***Have agreed as follows:***

***Article 1***

The objective of the cooperation between ***McMaster University*** and ***Universidade Federal de Ciências da Saúde de Porto Alegre*** is to promote academic collaboration for research, community and skills development and experiential education.

***Article 2***

Cooperation in strategic areas in the fields of Health and Science and other applicable areas will be directed towards the following activities:

- a) jointly explore the development of innovative research projects;
- b) jointly explore the identification of jointly supervised Ph.D. students (co-tutelle model);
- c) jointly explore the placement of international research internships;
- d) explore the potential to apply relevant academic and scientific information;
- e) jointly explore the development of advanced skills and applied field training programs;
- f) facilitate the development of a mentorship program with McMaster faculty and the

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- Universidade Federal de Ciências da Saúde de Porto Alegre;
- g) other activities which can facilitate the development of new discoveries and interventions leading innovative applications to health and well-being of society (SDG 3 & 4).

### *Article 3*

Each collaborative initiative will be the subject of a specific project agreement describing the activities, structure, program, all fees, investments and other information as well as experience to be exchanged and setting forth details related to administration, operation and funding. Appropriate institutional approval will be sought for research and program development and implementation. All policies and procedures within each institution, including any Ministerial and accreditation approval will be sought and followed.

The parties intend that any agreement for academic cooperation in relation to specific program activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties. Except for the obligations under Article 6, this Memorandum of Understanding on Research and Academic Cooperation does not give rise to any contractual relationship between the parties itself, or create any legal obligations on either party, including an obligation to enter into a formal and separate agreement at any time.

### *Article 4*

This Memorandum of Understanding on Research and Academic Cooperation will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

### *Article 5*

To administer and facilitate this cooperation, each party will designate an appropriate office to coordinate activities resulting from this cooperation.

**For the Universidade Federal de Ciências da Saúde de Porto Alegre**

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**For McMaster University**

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*Article 6*

1. Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of that Party. However, that Party shall indemnify that the intellectual property right has not resulted from the infringement of any third part's legitimate rights. Further, that Party shall be liable for any claim made by any third

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Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU.

2. Any Intellectual Property Right, data and information resulting from research activities conducted under this MOU shall be jointly owned by the two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted shall constitute a part of the contribution of the Party from which the object derives.

3. The rights over any and all materials, goods and technological knowledge produced jointly by the Universities must be pre-established through instruments of contract, agreement, term, partnership or agreement entered into between them.

3.1. For each technological development project involving both Universities there must be a specific legal instrument expressly containing the percentage of participation and the obligations of each University.

3.2. The participation of each University in the results, including the distribution of royalties, will take place in the same proportion as its participation in each project as defined in the specific legal instrument signed between the parties.

4. If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.

#### *Article 7*

The Parties are obliged to keep all confidential data and facts, which are made available to the other Party in the course of the development of this collaboration and related activities strictly confidential. This also applies for a period of three years after the finalization of the respective activity.

#### *Article 8*

The people involved in this MOU will be subject to the internal regulations of their institution, without implying, under any circumstances, labour relation with the host university. The selection of people to be transferred from one university to the other will be carried out according to the regulations of the home university, without detriment of the acceptance by the host University.

#### *Article 9*

Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

**Article 10**

Either party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter provided that any press releases and other material (including electronic) shall be approved as to form and content by both parties in writing. At McMaster University the Office of International Affairs will seek this approval according to policy and procedures of McMaster University. McMaster University’s name and logo may not be used without the written permission from McMaster University. Similarly, the Universidade Federal de Ciências da Saúde de Porto Alegre’s name and logo may not be used without their written permission.

**Article 11**

This MOU will remain in force for five (5) years and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

DONE in Hamilton on September 23<sup>rd</sup>, 2020, in four (4) originals copies, two (2) in English and two (2) in Portuguese.

**For Universidade Federal de Ciências da Saúde de Porto Alegre**

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**Prof. Dr. Lucia Pellanda**  
**Rector**

\_\_\_\_\_  
**Date**

**For McMaster University**

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**Dr. Peter Mascher**  
**Vice Provost, International Affairs**

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September 23<sup>rd</sup>, 2020  
**Date**

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*McMaster University and Universidade Federal de Ciências da Saúde de Porto Alegre*



## ANNEX 1 – Template (Example) for Joint Supervision of Ph.D.

### CONVENTION FOR THE CO-SUPERVISION OF DOCTORAL STUDIES

BETWEEN

UNIVERSIDADE FEDERAL DE CIÊNCIAS DA SAÚDE DE PORTO ALEGRE, of Rua Sarmento Leite, 245, Porto Alegre, RS, Brazil, 90050-170, represented by its Rector, Prof. Dr. Lucia Campos Pellanda, *on the one hand*,

And

MCMASTER UNIVERSITY, of 1280 Main Street West Hamilton, Ontario, Canada, L8S4L8, represented by its President, Dr. David Farrar, *on the other hand*,

Hereinafter “the Parties”,

IT IS AGREED THE FOLLOWING :

#### PREAMBLE

The present Convention is with regard to Ph.D Candidate’s name enrolled at the Universidade Federal de Ciências da Saúde de Porto Alegre and at McMaster University for doctoral studies, in accordance with procedures applicable by the Universidade Federal de Ciências da Saúde de Porto Alegre and the procedures established by McMaster University.

#### SECTION I : ADMINISTRATIVE PROCEDURES

##### Article 1 – Title of doctoral thesis

The provisional title of Ph.D Candidate’s name doctoral thesis is:  
“Full name of Thesis”.

##### Article 2 – Duration of doctoral studies

The period scheduled for the preparation of Ph.D Candidate’s name doctoral thesis is ?? months (? terms) from the beginning of the academic year 20??-20??. If necessary, the Heads of the parties’ institutions may decide to extend this period, in accordance with the laws in both countries and the regulations of each institution, following a substantiated request from the PhD student, and after consultation with the thesis supervisors and the individual thesis supervision committee.

##### Article 3 – Mobility

The schedule of research work to be done in alternating periods at the Universidade Federal de Ciências da Saúde de Porto Alegre and at McMaster University. Ph.D Candidate’s name shall begin his/her doctoral studies at the Universidade Federal de Ciências da Saúde de Porto Alegre and continue them at McMaster University in the academic year 20??-20?? for approximately one (??) calendar year. Timing thereafter shall be defined by agreement between the two co-supervisors.

##### Article 4 – Enrolment

Ph.D Candidate’s name shall enroll at both the Universidade Federal de Ciências da Saúde de Porto Alegre and McMaster University. At the Universidade Federal de Ciências da Saúde de Porto Alegre, enrolment shall be subject to acceptance by the Universidade Federal de Ciências da Saúde de Porto Alegre Doctoral Program. At McMaster University, enrolment shall be subject to acceptance by the School of Graduate and Postdoctoral Studies. Ph.D Candidate’s name shall not be required to pay registration or tuition fees at the Universidade Federal de Ciências da Saúde de Porto Alegre and McMaster University simultaneously. He/She will continue to receive his/her Universidade

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Federal de Ciências da Saúde de Porto Alegre doctoral grant, when applicable, during his/her period or periods of residency in Canada. Consequently he/she shall pay registration fees, if applicable, at the Universidade Federal de Ciências da Saúde de Porto Alegre and shall be exempted from paying tuition fees at McMaster University. The Ph.D. Candidate will always be responsible for payment of the university health care insurance coverage (UHIP) while attending McMaster.

Obligation to cover further graduate scholarship support or payment of tuition and supplementary fees to McMaster when waived for the Ph.D. Candidate, will be the responsibility of the McMaster Department and Supervisor. At no point in time while the Ph.D. Candidate attends McMaster may they receive a total annual remuneration less than the minimum for doctoral students stated by the attending Faculty.

#### **Article 5 – Health and injury insurance**

For the whole duration of his/her doctoral studies under the present Convention, Ph.D. Candidate's name must have a health and injury insurance scheme affording appropriate coverage in the country where she is staying (see Article 3 above)<sup>1</sup>, failing which the present Convention shall be null and void.

### **SECTION II : ORGANIZATION OF STUDIES**

#### **Article 6 – Co-supervisors**

Ph.D. Candidate's name doctoral studies shall be jointly supervised by

- Supervisor's name Full Professor at the Universidade Federal de Ciências da Saúde de Porto Alegre,

And

- Supervisor's name, Professor at McMaster University,

who undertake fully to supervise Ph.D. Candidate's name's work.

#### **Article 7 – Oral defence**

The doctoral dissertation shall be orally defended once at the Universidade Federal de Ciências da Saúde de Porto Alegre. The language of the defence will be Portuguese and English. Participation by teleconference will be acceptable to both institutions. The Parties shall agree to share the cost of the oral defence.

The viva shall require the agreement of the Universidade Federal de Ciências da Saúde de Porto Alegre with respect to the composition of the jury and the authorization for the viva. Authorization is accorded by the Coordination of the Doctoral Program of the Universidade Federal de Ciências da Saúde de Porto Alegre and the Vice Provost and Dean of Graduate Studies of McMaster University based on both the written reports after a proposal by the thesis supervisors.

#### **Article 8 – Jury**

The jury shall be comprised of four to eight members, including both co-supervisors, based on the balanced representation of both Parties. Membership and chair of the jury shall be by jointly decided by the Universidade Federal de Ciências da Saúde de Porto Alegre and McMaster University.

#### **Article 9 – Languages**

The doctoral dissertation shall be submitted and defended in Portuguese/English; a substantial abstract shall also be submitted in English/Portuguese and will be presented in English/Portuguese during the defence.

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<sup>1</sup> Where insurance taken in the student's home country does not provide similar coverage in the host country, the student shall obtain such insurance as is appropriate.

**Article 10 – Conferment of the grade of doctor**

Each Party shall confer the grade of doctor for the same dissertation on the basis of a detailed report submitted by the President of the jury. Both Parties agree that conferral of the degree will follow only after completion of all degree requirements at both institutions has been confirmed and shared with the partnering institution. The student by electing to pursue a cotutelle degree agrees to allow private information related to their academic standing at each institution be shared between the two parties and the co-supervisors acknowledge responsibility to make the student aware of this issue.

The Universidade Federal de Ciências da Saúde de Porto Alegre shall confer the national degree of *Doutor em* (field study) and McMaster University the degree of PhD in (Field of Study). The text of the doctoral degree shall explicitly state that it is conferred for studies completed under a co-tutelle agreement. The official record of the degree(s) shall indicate the candidate’s specialization or discipline, the title of the thesis and a mention of the international dual doctorate.

**Article 11 – Other matters**

Modalities regarding the legal deposit, references to and reproduction of the doctoral dissertation shall be in accordance with statutes, rules and regulations applicable in Brazil and in Canada and also the specific rules and regulations in force at the Universidade Federal de Ciências da Saúde de Porto Alegre and McMaster University.

**Article 12 – Date of effect**

The present Convention shall take effect from the date of signature by both Parties.

Done in four original copies, two in Portuguese and two in English, both linguistic versions being of equal legal value,

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*McMaster University and Universidade Federal de Ciências da Saúde de Porto Alegre*

**THE DOCTORAL CANDIDATE**

\_\_\_\_\_  
Name

**FOR UNIVERSIDADE FEDERAL DE CIÊNCIAS DA  
SAÚDE DE PORTO ALEGRE**

**FOR MCMASTER UNIVERSITY**

\_\_\_\_\_  
The Co-Supervisor

\_\_\_\_\_  
The Co-Supervisor

\_\_\_\_\_  
The Dean of Research and  
Graduate Studies

\_\_\_\_\_  
The Associate Vice-President and  
Dean of Graduate Studies

\_\_\_\_\_  
The Doctoral Program Coordinator

\_\_\_\_\_  
Dean, Faculty of

\_\_\_\_\_  
The Rector

\_\_\_\_\_  
The President and Vice-Chancellor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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*McMaster University and Universidade Federal de Ciências da Saúde de Porto Alegre*

