



# Widener University Delaware Law School

## MEMORANDUM OF UNDERSTANDING

between

**Universidade do Vale do Itajaí and**

**Widener University Delaware Law School**

**Widener University Delaware Law School**, (hereinafter "Delaware Law"), a private institution with a professional focus on law, located at 4601 Concord Pike, Wilmington, Delaware 19803, represented by Rodney A. Smolla, Dean Delaware Law, and the **Universidade do Vale do Itajaí** (hereinafter "UNIVALI"), legal person established under private law, located at Rua Uruguai, n. 458, Centro, Itajaí-SC, Brasil, represented by Cássia Ferri, Acting Rector of UNIVALI, agree to collaborate under the following terms:

### 1. Purpose

The parties of this Memorandum of Understanding indicate their willingness in principle to cooperate in the promotion of teaching and research activities. Under this Memorandum of Understanding, the types of cooperation may include:

1. Exchange of students for study and research;
2. Exchange of faculty members for study, research and participation in educational programs;
3. Exchange of scholars for lectures, talks and sharing of experience;
4. Exchange of publications in fields of interest to both universities;
5. Collaborative professional development;
6. Joint educational and dual degree programs;
7. Other activities as mutually agreed.

The parties will exchange students, teachers, and researchers and will perform educational activities on the basis of broad reciprocity and/or utility in those areas in which both institutions have mutual interest.

### 2. Financial Terms

The funding of activities related to this Memorandum of Understanding will be determined at the time a specific agreement for a specific activity is approved by both parties to this Memorandum of Understanding. Both parties understand that all financial arrangements that are negotiated will depend on the availability of funds. In any case, there will be no exchange of financial resources between the institutions.

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### **3. Duration**

This Memorandum of Understanding will be operative for a period of five years. During the fifth year, the Memorandum of Understanding will be reviewed. This Memorandum of Understanding can be terminated by either party with a 60 day written notification.

### **4. Extension**

This Memorandum of Understanding may be extended to other areas of cooperation between the two parties of this Memorandum of Understanding. Such extensions will take the form of an annex to this Memorandum of Understanding.

### **5. Effective Date**

This Memorandum of Understanding will become effective upon the last date of signature by the below named representatives of both institutions. When additional international joint educational programs are conducted, a separate agreement will be executed and its provisions shall enter into force after the approval of this Memorandum of Understanding.

### **6. Implementation**

For each institution, the Rector/Program Director will serve as chief implementation officers for activities developed under this Memorandum of Understanding. The Rector/Program Director may appoint additional implementation officers for each activities as needed.

### **7. Activities and Projects**

Each collaborative activity or project to be initiated under this Memorandum of Understanding will be subject to a further specific agreement between the parties. Such agreements will set out the parties' obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws, and they will be part of this present Memorandum of Understanding.

### **8. Legal Effect of this Memorandum of Understanding**

This Memorandum of Understanding outlines the framework of a working relationship between the parties. Except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and binding in honour only. No partnership or joint venture is created by this Memorandum of Understanding, and neither party can commit the other financially or otherwise to third parties.

### **9. Confidentiality and Intellectual Property**

Each institution shall keep confidential all scientific and technical products obtained in connection with this Memorandum of Understanding and shall not without prior written consent of the author use or disclose or otherwise make available this information or material. This provision shall survive the termination or expiry of this Memorandum of Understanding. Ownership of intellectual property belongs to the institution in which the student is originally enrolled and will remain with the party whose has created it.



## 10. Conflicts and Jurisdiction

In the event of a conflict in the interpretation and/or implementation of this Agreement, the dispute shall first be resolved by common agreement between the parties, and when this is not possible, a specific Jurisdiction should be designated to solve any disputes arising from this agreement, that of the party proposing the application.

This Agreement is to be executed in two (2) original copies in English and in two (2) original copies in Portuguese, each having equal legal force and authenticity.

**Universidade do Vale do Itajaí**

Cássia Ferri

Acting Rector of UNIVALI

Universidade do Vale do Itajaí - UNIVALI

Signature:

Profª. Drª. Cássia Ferri

Reitora em Exercício

Date: 11 October 2017

**Widener University**

Joseph Baker

Vice President Administration &  
Finance of Widener University

Signature:

Date:

[Signature]  
10/30/17

[Signature]

**Delaware Law School**

Rodney A. Smolla

Dean and Professor of Law

Signature:

Date:

[Signature]  
Oct. 20, 2017

**Witnesses:**

James Dadam  
Name: James Dadam  
CPF: 982.476.709-68

Luisa Gonçalves  
Name: Luisa Gonçalves  
CPF: 095.190.229-61

