

AGREEMENT OF COOPERATION
BETWEEN
THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER
AND
FACULDADE DE CIENCIAS DA SAUDE DE BARRETOS DR. PAULO PRATA

The University of Texas M. D. Anderson Cancer Center ("MD ANDERSON"), an institution of The University of Texas System, located at 1515 Holcombe Boulevard, Houston, Texas, USA, and Faculdade de Ciencias da Saude de Barretos Dr. Paulo Prata ("FACISB"), located at Avenida Loja Maçonica Renovadora 68, N° 100, SP, 14785-002, Brazil, enter into this Agreement of Cooperation (the "Agreement"), this 1st day of May, 2017, to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of this cooperation between MD ANDERSON and FACISB are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the social, cultural and economic environment of the respective institutions.

II.

To achieve these goals, MD ANDERSON and FACISB will, insofar as the means of each allow, and only to the extent agreed by the parties pursuant to one or more program agreements setting forth the terms of such activities in accordance with Article IV of this Agreement:

- promote institutional exchanges by inviting faculty and professional staff of the affiliated institution to participate in a variety of teaching and/or research activities and professional development;
- receive students, residents and fellows in training from the affiliated institution for periods of study and/or research;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

III.

Each institution will designate a coordinator to oversee and facilitate the implementation of this Agreement (the "Liaison"). Each Liaison, working with other appropriate administrators at the respective institutions, will have the following responsibilities:

- to promote academic collaboration for research and study at both faculty, fellow, resident and other student levels;
- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions, as well as with the affiliated institution;



- to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
- to meet periodically to review and evaluate past activities and to formulate new ideas for future cooperative agreements.

Each institution will furnish the other with the name of their chosen Liaison in writing.

IV.

Any specific program agreement executed between the parties will be subject to this Agreement. Further agreements concerning any particular program will provide details concerning the specific commitments made by each party and will not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved in writing by the Executive Vice Chancellor for Academic Affairs of The University of Texas System, if so required. In the event of any conflict between the text of this Agreement and the text of any specific program agreement, the terms of this Agreement will control. The scope of the activities under this Agreement will be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

Except as otherwise provided in any specific program agreement, each institution will be responsible for expenses incurred by its faculty, professional staff, residents, fellows and/or students who travel to the affiliated institution pursuant to this Agreement.

VI.

Except as otherwise required by law or regulation, neither party will use, release, or distribute any materials or information containing the name or logo of the other party or any of its employees without the prior written approval of an authorized representative of the non-releasing party, such approval not to be unreasonably withheld.

VII.

To the extent authorized by the Constitution and laws of the State of Texas, MD ANDERSON will hold FACISB harmless from any and all claims, demands, damages, liabilities, and costs which result from any negligent act or omission of MD ANDERSON, its agents, or employees, pertaining to its activities and obligations under this Agreement.

FACISB will indemnify and hold MD ANDERSON, The University of Texas System, their Regents, officers, agents and employees harmless from any and all claims, demands, damages, liabilities, and costs which result from any negligent act or omission of FACISB, its agents, or employees pertaining to its activities and obligations under this Agreement.

VIII.

Upon approval by each institution, this Agreement will remain in effect for a period of ten (10) years unless earlier terminated by either institution. Either institution may terminate this Agreement by giving the other institution at least ninety (90) days' advance written notice of its intention to terminate. Termination will occur without penalty; however, any fellow, resident or other student in training pursuant to this Agreement at the time of termination will be allowed to finish their training period

previously agreed to between the institutions, unless prohibited by law. If this Agreement is terminated, neither MD ANDERSON nor FACISB will be liable to the other for any monetary or other losses that may result.

The parties further understand and agree that if either party elects not to pursue one or more aspects of the above-described relationship for any reason, including but not limited to any law, court order or other restriction on the activity in question, such party will not be held liable for any demands, losses or claims as a result of such an election.

IX.

No amendment to this Agreement or to a specific program agreement will be valid unless it is reduced to writing, signed by an authorized representative of each party, and approved in writing by the Executive Vice Chancellor for Academic Affairs of The University of Texas System, if so required. Any and all notices to be given pursuant to this Agreement will be sent to the authorized representative below who signs this Agreement on behalf of each institution at their respective addresses listed above.

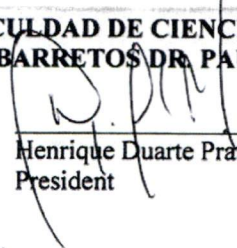
X.

The parties acknowledge that this Agreement may be translated into Portuguese. In the event of any conflict or inconsistency between the English language version of this Agreement and any translation of this Agreement, the executed English language version will govern the interpretation and construction hereof.

XI.


THIS AGREEMENT is executed in multiple counterparts by duly authorized representatives of MD ANDERSON and FACISB, each counterpart to be deemed an original.

**FACULDAD DE CIENCIAS DA SAUDE
DE BARRETOS DR. PAULO PRATA:**

By: 
Henrique Duarte Prata
President

Date: _____

**THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER:**

By: 
Oliver Bogler, Ph.D.
Sr. Vice President for Academic Affairs

Date: 4/27/17

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