



**UNIVERSIDADE
FEDERAL DA
PARAÍBA**



GENERAL ACADEMIC COOPERATION AGREEMENT

BETWEEN THE

FEDERAL UNIVERSITY OF PARAIBA

AND

LIAONING UNIVERSITY

巴西帕拉伊巴联邦大学与辽宁大学学术合作总协议

THE UNIVERSIDADE FEDERAL DA PARAÍBA, hereinafter referred to as UFPB, an institution of Higher Education recognized by Federal Law No. 3.835, of December 13, 1960, CNPJ No. 24.098.477/0001-10, (www.ufpb.br) whose rectory is located in the University City – Campus I – Rectory Building – Castelo Branco – 58,051-900 – João Pessoa – Paraíba – Brazil, legally represented by its Rector, Professor Dr. Valdiney Veloso Gouveia, legitimated for this act by virtue of the attributions which has been verified according to the publication in the Official Gazette of the Union, section 02, edition 211, p. 01, of November 5, 2020

帕拉伊巴联邦大学，简称 UFPB，帕大，根据 1960 年 12 月 13 日颁布的第 3.835 号联邦法案批准建立，巴西国家企业法人编号 24.098.477/0001-10（网址 www.ufpb.br）。校长办公室位于巴西帕拉伊巴州若昂佩索阿市卡斯特罗布朗库区大学城 1 号校区行政楼，根据 2020 年 11 月 5 日发布《联邦官方公报》第 211 版第 2 节第 1 页相关内容，依法任命瓦尔迪尼·维洛索·古韦亚博士教授担任校长。

AND LIAONING UNIVERSITY, hereinafter called LNU, an institution of Higher Education, with headquarters No.66 Chongshan Middle Road, Huanggu, Shenyang, Liaoning, China 110036, in this act represented by its President, Professor Dr. Pan Yishan, authorized for this act in July of 2015.

辽宁大学，简称 LNU，辽大，系一所高等教育机构，校本部位于中国辽宁省沈阳市皇姑区崇山中路 66 号，邮编 110036，2015 年 7 月依法任命潘一山教授担任校长。

Considering that the development of academic, scientific and cultural cooperation is beneficial to both institutions, and wishing to strengthen this cooperation, the UFPB and the LNU, agree to enter into this General Cooperation Agreement which will be governed by the following

考虑到发展学术、科技及文化方面合作对于两校均有积极作用，在本着加强此合作的前提下，UFPB 和 LNU 同意按照以下条款执行本《合作总协议》：

CLAUSES

条款

FIRST - The partner institutions agree that the object of this instrument is to establish the general bases for cooperation in all areas of teaching, extension and research considered to be of mutual interest.

第一条 - 合作机构同意本协议的目的是确立双方保有共同利益的前提下，基于教育、拓展及科研领域开展合作。

SECOND - In order to execute the previous clause, the parties accept that they may consider the following forms of cooperation:

- a) Exchange of professors, researchers, administrative staff and students of all cycles;
- b) Joint development of teaching and research activities;
- c) Organization and participation in seminars, conferences, workshops and other academic meetings;
- d) With the approval of the local educational authorities, joint publication of research reports, articles, books, etc.;
- e) Exchange of academic materials and publications;
- f) Carrying out double degree programs or joint degree programs in co-supervision of the thesis, in compliance with the legislation of each institution;
- g) And whatever else the parties agree.

第二条 - 依照上一条条款，合作将包含以下方面：

- 1) 教师、科研人员、行政人员及各个层次在读学生的交流；
- 2) 共同开展教育及科研活动；
- 3) 组织并参与各种类型及规模的学术研讨会；
- 4) 经本国教育部门批准后，共同出版科研报告、文章及书籍等；
- 5) 共享学术出版物及教材；
- 6) 依照各校规定的基础上，开设双学位或基于共同指导论文模式的联合学位；
- 7) 双方达成一致的其他合作。

THIRD - Each form of cooperation established based on the previous clause must be formalized through specific agreements attached hereto, and must contain: programming, participating personnel, necessary resources, financing, evaluation procedures and sequence of programmed activities, as well as all data and documents necessary to determine the purposes and objectives of each of the specific agreements.

第三条 - 应遵照本协议所附的具体约定执行上述合作，应包括：项目安排、参与人、所需资源、资助情况、评定流程及项目后续安排，此外还应包含补充说明达成具体约定的所有必要资料及文件。

FOURTH - The activities developed under this Academic Agreement will be supervised and coordinated by those responsible for the international area of each institution, or by those officially designated to represent them.

第四条 - 本学术协议所约定的所有活动均在双方学校负责对外事务的负责人或正式委派的代表的监督和协作下开展。

FIFTH - When both parties deem it necessary, they may seek necessary resources from public, private, national or foreign institutions, and with the approval of the local educational authorities, the activities under this Agreement may be funded in full or not in full.

第五条 - 双方认为必要时，可寻求公立、私立、本国或国外机构取得必要资源，并经本国教育管理部门批准后，可对本协议项下开展的活动进行全额或非全额资助。

SIXTH - The parties expressly agree to maintain the confidentiality of information and products resulting from research projects, as well as all information that is not in the public domain and to which they could have access within the framework of this document.

第六条 - 双方明确同意对科研项目所产出的成果和信息、所有非公共信息及所有可获悉本协议项下的信息进行保密。

SEVENTH - In the event that one of the parties wishes to use the information or results of an investigation provided by the other party in its own publication, it must previously request a written authorization and comply with the legal provisions of the matter.

第七条 - 如果一方希望在本方的出版物中使用另一方提供的信息或科研成果，必须事先获得对方书面授权，并遵守相关法律规定。

Likewise, they agree that the ownership of intellectual and industrial property rights resulting from the actions carried out within the framework of this agreement, will correspond to the party whose personnel have carried out the work. If it is the product of a joint work, the parties will share ownership of the rights according to their participation in the activities. At all times, the parties will grant due recognition to the people who participated in their development.

双方同意本协议项下开展的活动相关知识及工业产权的所有权归取得该成果的成员所在的一方所有。如若系双方共同完成的成果，相关产权的所有权应按照成员在项目中的参与度划分。在整个过程中，双方应据实认可参与项目的成员。

EIGHTH - The parties agree that the employees or members of each of them who are designated to carry out any action jointly, will continue to be absolutely under the direction or dependence of the party with which they have established their employment relationship, regardless of whether they are providing their services in facilities of the other institution to which they were ultimately assigned, each of them will assume its responsibility and, in no event, will they be considered joint or substitute employers. If, in carrying out a program, people who provide their services to institutions or people other than the parties intervene,



they will always remain under the direction and dependence of those institutions or people, since their intervention will not produce a working relationship with the UFPB or with LNU.

第八条 - 双方同意任何一方被委派开展任一合作项目的机构教职人员继续受其工作单位所在单位的安排，不论其是否在对方机构教学单位履职，双方都应履行责任，不得出现共同聘用或代替聘用的情况。如若在项目开展过程中，牵涉第三方机构人员或第三方个人的，其劳务关系仍归属原单位或个人，UFPB 和 LNU 不与其产生劳务关系。

NINTH – It is expressly agreed that neither party shall have civil liability for damages and losses that may occur due to force majeure or unforeseeable circumstances that may prevent the continuity of the activities provided for in this agreement or its derivative instruments, and may be resumed under the same conditions and circumstances when the causes that motivated its suspension disappear, until its complete conclusion.

第九条 - 双方明确同意任何一方都不应对可能因不可抗力或不可预见的情况而造成的损害和损失承担民事责任。如果这些情况可能妨碍本协议或其衍生协议所规定的活动的连续性，在导致协议暂停的因素去除后，双方可继续履行协议直至其完全结束。

TENTH - This Agreement shall enter into force for a period of five (5) years after being signed and sealed by the last party at the end of which it may be renewed for equal periods, upon written communication from the parties and the signature of the corresponding document. This Agreement may be revised or modified at any time by mutual written agreement of the authorized representatives of the parties. Modifications will be binding on the parties from the date of signature. Likewise, it may be unilaterally terminated upon written notice to the other party, at least three (3) months prior to the date determined for such purpose. This decision will not affect the academic activities in progress, which will continue until its completion, according to the originally agreed program, terms and calendar.

第十条 - 本协议自最后一方签字并盖章后开始生效，期限为五（5）年，到期后经双方书面沟通及签署相关文件，可以按照相同期限延续协议。本协议在双方委派代表书面同意的基础上，可以随时重新审定和修改。修改内容自双方签字之日生效。一方可至少提前三（3）个月通知对方，单方面提出解约。这一决定不影响正在开展的学术活动，所涉及的活动应按照原计划、原条款及约定时间继续开展直至结束。

ELEVENTH - This agreement is signed in a spirit of good faith and cooperation, which is why the contracting institutions agree to settle, amicably, any dispute arising from its interpretation, formalization and compliance. In case of disputes, difficulties or emergencies, both parties should negotiate to solve them. If no agreement can be reached within 30 days, both parties have the right to submit the dispute to the court where the defendant is registered. The dispute shall be governed by the law of the defendant's country.

第十一条 - 本协议本着诚信和合作的精神签署，签署双方应本着友好态度同意解决因协议解释、成立及履行过程中产生的所有分歧。如发生争议、困难或紧急情况双方应协商解决。如在 30 日之内协商不成，双方有权将争议提交到被告注册所在地法院。争议应依照被告所在国法律进行裁量。

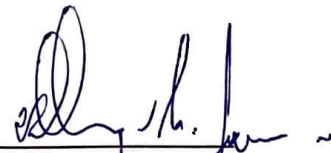
The representatives of the institutions sign this General Cooperation Agreement in four original copies, two (2) in Portuguese, and two (2) Bilingual in English and Chinese, in the same

form and content, in the place and date indicated. Both texts shall have the same effectiveness. Should there be any inconsistency, the English expression shall prevail.

本《合作总协议》由双方机构代表在所示地点和时间签署，一式四份，两（2）份为葡文，两（2）份为中英双语版。两种版本具有同等效力。各版本内容不一致时，以英文表述为准。

UNIVERSIDADE FEDERAL DA PARAÍBA

帕拉伊巴联邦大学

Signature: 

Dr. Valdiney Veloso Gouveia
Dean
Valdiney Veloso Gouveia
Reitor - UFPB
Mat. SIAPE 63382349

校长
瓦尔迪尼·维洛索·古韦亚博士

João Pessoa,
若昂佩索阿

Date: September 30, 2022

LIAONING UNIVERSITY

辽宁大学



Signature: 

Dr. Pan Yishan
President

校长
潘一山博士

Shenyang,
沈阳

Date: April 7, 2022