



Cooperation Agreement

This Cooperation Agreement (the "Agreement"), effective as of September 22, 2023, between the Brazilian Association of Private High Education (ABMES), located at the address of SHN Quadra. 01, Bloco "F", Entrada "A", Conjunto "A", Edifício Vision Work & Life, 9º andar, Cep (zip code): 71.701-060, Asa Norte, Brasília-DF, Brazil, here represented by its Director-President, Celso Niskier, and the KITE Research Institute of University Health Network, having a business office at 101 College Street, Suite 150, Heritage Building, MaRS Centre, Toronto, Ontario, M5G 1L7, Canada ("KITE"), collectively ABMES and KITE may be referred to as "Parties", and individually as a "Party") resolve to celebrate the present Cooperation Agreement (the "Agreement"), which intends to promote and develop didactic, scientific and cultural connections to facilitate international cooperation, and promote academic exchange between KITE and the associated institutions of ABMES ("ABMES Institutions"), considering the following clauses and conditions:

First Clause: It is an object of the present Agreement to develop didactic, scientific and cultural collaboration between KITE and ABMES Institutions:

Second Clause: The collaboration will follow bases of equality and reciprocity, in accordance with the possibilities and experiences of KITE and each ABMES Institution adhering to the following principles:

- a) work in a collaborative and respectful way;
- b) recognise the people diversity, communities, languages, cultures and traditions, as well as their necessities to enhance the education;
- c) recognise the importance of the involvement and contribution of all high education providers;
- d) foment the collaboration based on the reciprocity between KITE and the ABMES Institutions.

Single Paragraph: This Agreement is intended to establish general principles for collaboration between ABMES Institutions and KITE. Collaborations between KITE and ABMES Institutions will be governed by separate agreements between the institutions. ABMES will support their activities of cooperation.

Third Clause: ABMES may disclose the present agreement to ABMES Institutions, sending this agreement through e-mail and publishing also in the communication channels providing the necessary visibility and awaking of interest of ABMES Institutions.

Fourth Clause: The actions enrolled in the collaboration scope will be, among others, the following in accordance with the decision of collaborating parties:

- a) stimulate the exchange of teachers, researches, students and managers;
- b) promote the bilateral development of projects and courses;
- c) foment the organization of courses, seminars and events;
- d) promote the development of the scholarship programmes;



- e) facilitate the exchange bibliographies, didactic, technical and scientific materials;
- f) stimulate the elaboration of scientific articles and others publications;
- g) identify other ways of collaboration in agreement of the parties.

Fifth Clause: For the collaborative activities above presented, the collaborating institutions will elaborate common projects under additional agreements, which will formalize collaboration objectives, responsibilities, necessary resources, and financial sources.

Single Paragraph: The projects execution will take place only after the collaborating parties enter into additional collaborative agreements.

Sixth Clause: The present agreement will start on the Effective Date. No amendment or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. Either Party may terminate this Agreement for convenience upon sixty (60) calendar days prior written notice to the other Party.

Single Paragraph: In any case of this agreement termination, the activities that are in execution will not be discontinued and they should be finished by specific terms.

Seventh Clause: No Party shall use the name(s), logo(s), trademark(s) or tradename(s) of the other Party in connection with any products, publicity, promotion, news release, advertising or similar public statements, without the prior written consent of such other Party.

And, as both parties are fair and agreed, they confirm the present Agreement in 2 (two) copies of equal content and format, cosigned by the corresponded witnesses, for the legal and the right effects.

Brazilian Association of Private High Education

By: _____

Name:

Title:

University Health Network

By:  _____

Name: Dr. Bradley G. Wouters

Title: Executive V.P., Science & Research