

## COOPERATION AGREEMENT BETWEEN THE FEDERAL UNIVERSITY OF RECÔNCAVO OF BAHIA (UFRB) AND OBAFEMI AWOLOWO UNIVERSITY (OAU)

The Federal University of Recôncavo of Bahia (Universidade Federal do Recôncavo da Bahia), hereinafter referred to as UFRB, a public higher education institution established under the laws of the Federative Republic of Brazil, registered under CNPJ No. 07.777.800/0001-62, with its headquarters located at Rua Rui Barbosa, No. 710, Centro, Cruz das Almas, Bahia, Brazil, herein represented by its Rector, Professor Georgina Gonçalves dos Santos;

and

Obafemi Awolowo University (OAU), located at Ile-Ife, Osun State, Nigeria, ZIP Code 220103, herein represented by its Deputy Vice-Chancellor (Research Innovation and Development), Professor Akanni Ibukun Akinyemi;

HEREBY AGREE to enter into this Cooperation Agreement, in accordance with the applicable laws and regulations of their respective countries, subject to the following terms and conditions:

### ARTICLE 1 – PURPOSE

The purpose of this Agreement is to establish a general framework for institutional cooperation between UFRB and OAU in order to promote joint activities in teaching, research, extension (community engagement), innovation, scientific exchange, and cultural promotion, encompassing, but not limited to, the following fields:

- a. Health Sciences;
- b. Public Health;
- c. African and Afro-Brazilian Traditional Medicine;
- d. Nursing;
- e. Medicine;
- f. Pharmacy and Pharmacognosy;
- g. Education;
- h. Teacher Education;
- i. Humanities and Social Sciences;
- j. Culture, Heritage, and the Arts;
- k. African and Afro-Brazilian Studies;
- l. Environmental Sciences;
- m. Agriculture, Agroecology, and Food Security;
- n. Social Technologies; and
- o. Scientific and Technological Innovation.

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## ARTICLE 2 – OBJECTIVES

The objectives of this Agreement are to:

- I. Promote academic, scientific, technological, and cultural cooperation between the Parties.
- II. Develop joint activities in teaching, research, extension (community engagement), and innovation in areas of mutual interest.
- III. Encourage the exchange of students, faculty members, researchers, administrative and technical staff, and other collaborators, subject to the institutional regulations of each Party and the availability of financial and administrative resources.
- IV. Foster the development of joint academic, scientific, technological, and innovation projects, programs, and activities of mutual interest.
- V. Promote the joint organization of academic, scientific, technological, and cultural events, including seminars, conferences, symposia, workshops, training courses, and lectures.
- VI. Encourage the production, dissemination, and exchange of scientific, technological, cultural, and innovative knowledge.
- VII. Promote the sharing of experiences, methodologies, best practices, and technical and scientific expertise between the Parties.
- VIII. Strengthen internationalization, interinstitutional cooperation, and the institutional development of both Parties.
- IX. Establish the framework for the execution of specific projects, programs, and other collaborative initiatives through the conclusion of separate implementing arrangements or specific agreements under this Cooperation Agreement.
- X. Promote Internationalization at Home (IaH) through the development of academic, cultural, scientific, and intercultural activities that enhance the international dimension of both institutions.
- XI. Promote cooperation for the development of joint doctoral supervision (cotutelle) arrangements, with the aim of jointly training researchers and strengthening international scientific collaboration.
- XII. Foster the development of collaborative research projects and other scientific, technological, and innovation initiatives in areas of mutual interest.

## ARTICLE 3 – FORMS OF COOPERATION

Cooperation between the Parties may be carried out through the development of activities of mutual interest, in accordance with their respective institutional mandates, applicable laws and regulations, and the availability of financial and administrative resources, including, but not limited to:

- I. The joint development of teaching, research, extension (community engagement), innovation, and technological development activities;
- II. The design and implementation of joint projects, programs, studies, and other initiatives of mutual interest;
- III. The organization and promotion of academic, scientific, technical, technological, cultural, and extension events, including congresses, conferences, symposia, seminars, workshops, training courses, and lectures;
- IV. The exchange of students, faculty members, researchers, administrative and technical staff, and other collaborators, in accordance with the internal regulations and procedures of each Party;
- V. The exchange of knowledge, expertise, methodologies, best practices, technical and scientific information, and other materials of institutional interest;
- VI. The joint development of publications, teaching materials, studies, research outputs, and other academic, scientific, and technical publications;
- VII. Cooperation in seeking external funding and participating jointly in funding calls, grant programs, public calls for proposals, and other funding opportunities, where mutually agreed by the Parties;
- VIII. The shared use of facilities, laboratories, equipment, and other institutional resources, where feasible and subject to the prior written approval of the Parties; and
- IX. Any other collaborative activities that contribute to the achievement of the objectives of this Agreement, as may be mutually agreed upon by the Parties.

**Sole Paragraph.** Where the nature or complexity of a particular activity so requires, the specific terms governing its implementation shall be set forth in **Work Plans, Addenda (Amendments), Specific Agreements**, or other appropriate implementing instruments executed by the Parties.

#### ARTICLE 4 – OBLIGATIONS OF THE PARTIES

For the implementation of the objectives of this Cooperation Agreement, the Parties undertake to:

- I. Make their best efforts to carry out the activities contemplated under this Agreement, in accordance with their respective institutional responsibilities and applicable laws and regulations;

- II. Designate representatives or coordinators responsible for monitoring and coordinating the implementation of the activities arising from this Agreement;
- III. Provide institutional, technical, and administrative support, to the extent of their respective capacities, for the implementation of activities of mutual interest;
- IV. Exchange the information and documentation necessary for the planning, implementation, monitoring, and evaluation of the activities, subject to applicable confidentiality and data protection requirements;
- V. Comply with all applicable legal, regulatory, and institutional requirements governing the activities carried out under this Agreement;
- VI. Encourage the participation of their faculty members, researchers, students, administrative and technical staff, and other collaborators in activities undertaken pursuant to this Agreement, where appropriate;
- VII. Ensure the proper implementation of the agreed activities in accordance with the principles of legality, impartiality, integrity, transparency, efficiency, ethics, and good faith;
- VIII. Respect intellectual property rights, confidentiality obligations, data protection requirements, and all other applicable rights relating to activities carried out under this Agreement;
- IX. Promptly notify the other Party of any circumstance or event that may adversely affect the implementation of the activities contemplated under this Agreement; and
- X. Execute, where necessary, **Specific Agreements, Work Plans**, or other implementing instruments establishing the detailed responsibilities, timelines, financial arrangements, and other terms applicable to particular projects, programs, or activities.

**Sole Paragraph.** Nothing in this Agreement shall be construed as creating any financial obligation between the Parties unless expressly provided for in a separate written implementing instrument executed for that specific purpose.

#### ARTICLE 5 – COORDINATION OF THE AGREEMENT

The coordination and monitoring of the implementation of this Cooperation Agreement shall be carried out by the representatives designated below, who shall act as institutional liaison officers between the Parties, without prejudice to the administrative and legal responsibilities of each institution.

On behalf of the Federal University of Recôncavo of Bahia (UFRB)

Name: Carolina Gusmão Magalhães

Position: Faculty Member

SIAPE Registration No.: 2346104

## ARTICLE 6 – IMPLEMENTING INSTRUMENTS

The implementation of projects, programs, activities, or other initiatives arising from this Cooperation Agreement that, by their nature, require detailed provisions regarding their execution shall be governed by separate implementing instruments to be executed by the Parties, in accordance with the applicable laws and regulations and the internal policies of each institution.

Paragraph 1. Such implementing instruments may take the form of Work Plans, Specific Agreements, Addenda (Amendments), Cooperation Agreements for Specific Projects, Implementation Agreements, Protocols, or any other legal instrument deemed appropriate to the nature of the proposed activity.

Paragraph 2. Where applicable, each implementing instrument shall specify:

- I. The purpose and objectives of the activity;
- II. The respective responsibilities and obligations of each Party;
- III. The implementation schedule and timeline;
- IV. The human, material, technical, and financial resources required for the activity;
- V. The procedures for monitoring and evaluating the implementation and outcomes of the activity;
- VI. The provisions governing intellectual property, confidentiality, data protection, publications, and any other matters relevant to the implementation of the activity; and
- VII. Any other specific terms and conditions necessary for the proper execution of the activity.

Paragraph 3. The execution of this Cooperation Agreement shall not obligate either Party to enter into any implementing instrument. The execution of such instruments shall be subject to the mutual agreement of the Parties, technical, administrative, and financial feasibility, and compliance with all applicable laws, regulations, and institutional policies.

Paragraph 4. Any implementing instrument executed pursuant to this Agreement shall form an integral part of this Cooperation Agreement for all legal purposes, while remaining autonomous with respect to the specific terms and conditions governing the activities contemplated therein.

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**Academic/Administrative Unit: Center for Health Sciences (CCS)**

**Institutional E-mail: carol.magalhaes@ufrb.edu.br**

**On behalf of Obafemi Awolowo University (OAU)**

**Name: Oladosu Olusegun Adebolu**

**Position: Faculty Member**

**Institutional Registration No. (if applicable): \_\_\_\_\_**

**Faculty/Department: Obafemi Awolowo University**

**Institutional E-mail: olusegunoladosu@oauife.edu.ng**

**The Coordinators shall be responsible for:**

- I. Monitoring the implementation of the activities arising from this Agreement;
- II. Promoting communication and institutional coordination between the Parties to ensure the effective development of the cooperation activities;
- III. Monitoring the planning, implementation, and evaluation of the activities established under this Agreement and any specific implementing instruments arising from it;
- IV. Identifying opportunities to strengthen institutional cooperation and proposing new initiatives consistent with the objectives of this Agreement;
- V. Communicating to their respective institutions any facts or circumstances that may compromise or affect the implementation of the agreed activities.

**Paragraph 1.** The Coordinators may establish support teams to assist in the implementation and monitoring of activities under this Agreement, in accordance with the internal regulations of each institution.

**Paragraph 2.** Either Party may replace its designated Coordinator at any time by providing formal written notice to the other Party. Such replacement shall not require the execution of an amendment to this Agreement.

**Paragraph 3.** The role of the Coordinators shall be limited to coordination, monitoring, and institutional liaison activities. They shall not have authority to amend the provisions of this Agreement or to assume obligations on behalf of either Party beyond those expressly established herein.

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## ARTICLE 7 – INTELLECTUAL PROPERTY

The intellectual property rights arising from activities carried out under this Cooperation Agreement shall be determined by mutual agreement between the Parties, in accordance with the applicable laws and regulations and the respective institutional policies of each Party.

**Paragraph 1.** Where appropriate, the ownership, protection, commercialization, licensing, and distribution of benefits arising from the intellectual property or other results generated through activities conducted under this Agreement shall be governed by a separate implementing instrument executed by the Parties.

**Paragraph 2.** Nothing in this Agreement shall be construed as assigning, transferring, or licensing any pre-existing intellectual property rights owned or controlled by either Party. Each Party shall retain ownership of its respective background intellectual property unless otherwise expressly agreed in writing.

## ARTICLE 8 – CONFIDENTIALITY

The Parties undertake to maintain the confidentiality of any information designated as confidential to which they may have access in connection with the implementation of this Cooperation Agreement and shall use such information solely for the purposes contemplated herein.

**Paragraph 1.** The obligation of confidentiality shall remain in force after the termination or expiration of this Agreement for the period established by the applicable laws or by any specific implementing instrument executed by the Parties.

## ARTICLE 9 – DATA PROTECTION

The Parties shall comply with all applicable laws and regulations governing the protection of personal data and shall adopt the necessary technical and organizational measures to ensure the lawful and appropriate processing of any personal data exchanged in connection with this Agreement.

**Paragraph 1.** Where necessary, the specific terms governing the processing, transfer, storage, and protection of personal data shall be established in a separate Implementing instrument or a dedicated data protection agreement executed by the Parties.

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## ARTICLE 10 – PUBLICITY AND USE OF NAMES, TRADEMARKS, AND LOGOS

Neither Party shall use the name, logo, trademark, seal, or any other institutional identifier of the other Party without the other Party's prior written consent and in accordance with its applicable institutional policies.

**Paragraph 1.** Any publication, announcement, promotional material, event, or dissemination of results arising from activities carried out under this Agreement shall appropriately acknowledge the participation of the Parties, while respecting applicable institutional policies, confidentiality obligations, and intellectual property rights.

## ARTICLE 11 – TERM

This Cooperation Agreement shall enter into force on the date of its signature by both Parties and shall remain in effect for a period of **five (5) years**, unless terminated earlier in accordance with the provisions of this Agreement.

The Agreement may be renewed for additional periods upon the mutual written agreement of the Parties through a duly executed written amendment, in accordance with the applicable laws and regulations.

## ARTICLE 12 – AMENDMENTS

This Cooperation Agreement may be amended at any time by the mutual written consent of the Parties through a written amendment duly executed by their authorized representatives, provided that such amendment does not alter the fundamental purpose or scope of this Agreement.

## ARTICLE 13 – TERMINATION

Either Party may terminate this Cooperation Agreement by providing the other Party with **sixty (60) days'** prior written notice.

Unless otherwise mutually agreed in writing, the termination of this Agreement shall not affect the completion of any activities, projects, or obligations already underway pursuant to this Agreement or any implementing instrument executed hereunder.

**Paragraph 1.** The termination of this Agreement shall not give rise to any right to compensation or indemnification between the Parties, without prejudice to obligations previously assumed under any implementing instrument or those arising under applicable law.

**Paragraph 2.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement resulting from events of force majeure or other circumstances beyond its reasonable control.

#### ARTICLE 14 – DISPUTE RESOLUTION

The Parties shall use their best efforts to resolve amicably, through good-faith negotiations and mutual consultation, any dispute, disagreement, or claim arising out of or relating to the interpretation, application, or implementation of this Cooperation Agreement.

**Paragraph 1.** If the Parties are unable to reach an amicable resolution, they may pursue any appropriate administrative or judicial remedies available under the applicable laws and regulations, taking into consideration, where applicable, the provisions set forth in any implementing instruments executed pursuant to this Agreement.

#### ARTICLE 15 – GENERAL PROVISIONS

- I. This Cooperation Agreement is entered into solely for the purpose of fostering academic and institutional cooperation and shall not be construed as creating any employment, partnership, joint venture, agency, fiduciary, or other legal relationship between the Parties beyond that expressly provided herein.
- II. Nothing in this Agreement shall be construed as granting exclusivity to either Party. Each Party shall remain free to enter into similar agreements or cooperative arrangements with other institutions.
- III. Each Party shall be solely responsible for the acts and omissions of its respective officers, employees, faculty members, researchers, students, administrative and technical staff, and other representatives or collaborators, in accordance with the applicable laws and regulations.
- IV. This Agreement does not create any obligation for the transfer of financial resources between the Parties unless such obligation is expressly provided for in a separate implementing instrument executed for that specific purpose.
- V. Any matters not expressly addressed in this Agreement shall be resolved by mutual agreement between the Parties, in accordance with the applicable laws and regulations and the respective institutional policies of each Party.

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## ARTICLE 16 – EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Cooperation Agreement in two (2) originals of equal content and legal effect, or by means of electronic signature, where permitted under the applicable laws and regulations, so that it may produce its full legal effects.

For the Federal University of Recôncavo of Bahia (UFRB)

Name: Georgina Gonçalves dos Santos

Title: Rector

Date: 20 / 08 / 2026

Signature: \_\_\_\_\_

For the Partner Institution

Name: Akanni Ibukun Akinyemi;

Title: DVC (Research, Innovation and Development)

Date: 18 / 8 / 2026

Signature: \_\_\_\_\_

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Emitido em 2026

**ACORDO DE COOPERAÇÃO Nº 2/2026 - GR (11.01.11)**

**(Nº do Protocolo: NÃO PROTOCOLADO)**

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DANILO MAIA DE SANTANA

ASSISTENTE EM ADMINISTRACAO

1752965

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