



**UNIVERSIDADE
FEDERAL DA
PARAÍBA**



**Northumbria
University**
NEWCASTLE



THE UNIVERSITY OF
NEWCASTLE
AUSTRALIA



University of
Strathclyde
Glasgow

UNISA | 
university
of south africa

GENERAL ACADEMIC COOPERATION AGREEMENT

BETWEEN THE

UNIVERSIDADE FEDERAL DA PARAÍBA

AND THE

UNIVERSITY OF STRATHCLYDE

AND THE

UNIVERSITY OF NORTHUMBRIA AT NEWCASTLE

AND THE

UNIVERSITY OF NEWCASTLE, AUSTRALIA

AND THE

UNIVERSITY OF SOUTH AFRICA PRETORIA – TSHWANE

UNIVERSIDADE FEDERAL DA PARAÍBA, hereinafter referred to as “UFPB”, a recognized Higher-Education Institution by means of the Federal Law 3.835, of 13 December 1960, CGC/MF 24.098.477/0001-10, (www.ufpb.br), whose central offices are located in Cidade Universitária – Campus I – Prédio da Reitoria – Castelo Branco – 58.051-900 – João Pessoa – Paraíba – Brazil, hereby represented by its Rector, **Professor Doctor Margareth de Fátima Formiga de Melo Diniz**, as published in the Diário Oficial da União (Official Federal Gazette), section 02, issue 216, p.01, of November 08, 2012;

And the **UNIVERSITY OF STRATHCLYDE**, hereinafter referred to as “Strathclyde”, a recognized Higher-Education Institution whose central offices are located at 16 Richmond Street, Glasgow G1 1XQ;

And the **UNIVERSITY OF NORTHUMBRIA AT NEWCASTLE**, hereinafter referred to as “Northumbria”, a recognized Higher-Education Institution whose central offices are located at Sutherland Building, College Street, Newcastle upon Tyne, NE1 8ST, UK;

And the **UNIVERSITY OF NEWCASTLE**, hereinafter referred to as “Newcastle Australia”, a recognized Higher-Education Institution whose central offices are located at University Drive, Callaghan New South Wales, 2308, Australia;

And the **UNIVERSITY OF SOUTH AFRICA PRETORIA-TSHWANE**, hereinafter referred to as “South Africa”, a recognized Higher-Education Institution whose central offices are located at Preller Street, Muckleneuk, Pretori1, 0002, Gauteng, South Africa.

Considering that the development of academic cooperation is beneficial to all institutions, the UFPB, Strathclyde, Northumbria, Newcastle Australia and South Africa (hereinafter collectively “the Partner Institutions”) have together agreed to this **General Cooperation Agreement** (this “Agreement”) consisting of the following

CLAUSES

1. The Partner Institutions commit to establishing cooperation in fields of research considered of common interest.
2. In order to fulfill the above clause, the parties accept to consider the following forms of cooperation:
 - a. Exchange of professors, researchers, administrative staff, students of all levels, including doctoral;
 - b. Joint development of research and teaching activities;
 - c. Development and organization of courses, conferences, symposiums, etc., that can bring common benefits;
 - d. Co-publication of research reports, articles, books etc.
 - e. Exchange of academic materials, publications and other information;
 - f. Establishment of double and joint graduate degrees, and co-tutoring of doctoral thesis, considering the legislation applicable to each institution;
 - g. Other forms of cooperation agreed upon by the parties.
3. The cooperation activities carried out on the basis of the clause before must be formalized to reflect the Addendum annexed to this Agreement and should contain: scheduling, personnel involved, necessary resources, assessment procedures, and sequence of planned activities, financial considerations as well as all the data and documents necessary to determine and realise the agreed aims and objectives of the Addendum. In particular:

- a. the host institution does not provide health insurance for incoming students or staff from the home institution who must arrange and obtain travel, health and other relevant insurance policies prior to arrival in the host country or make arrangements with their home institution in this regard.
 - b. the Partner Institutions shall each maintain appropriate public liability insurance for the duration of this Agreement.
 - c. students and staff are responsible for complying with all home and host country immigration laws and obtaining any visa required to study or work at the host institution.
4. The supervision of the activities provided for in this Agreement will be assigned to the responsible for the International Relations office of each Institution or by the ones officially appointed to represent them.
5. The Partner Institutions may refer to public or private Partner Institutions, be they national or international, to obtain the necessary resources to finance – the whole or part of – the activities conducted under the framework of this agreement, whenever necessary.
6. The Partner Institutions each agree to hold confidential any information or products that result from research projects, as well as any information that is not public domain that they could have access to under the framework of this Agreement.
7. The Partner Institutions each agree that publications (such as papers, brochures, etc.), as well as co-productions and diffusions object of this Agreement, will be done by mutual written consent.

In the same way, unless otherwise agreed in any addenda to this Agreement, the Partner Institutions each agree that intellectual and industrial property that result from actions developed under the framework of this Agreement (“Arising Intellectual Property”) will be owned by the Institution whose personnel have conducted the work.

Each Institution shall promptly disclose to the others all Arising Intellectual Property generated by it and each Institution shall co-operate, where required, in relation to the preparation of appropriate protection applications. In case of joint work, each Institution shall divide the ownership of the rights according to their participation in the related activities. The Partner Institutions agree to always acknowledge the people who took part in the development of the work.

In the event one of the Partner Institutions wishes to use — on a publication of its own — the information or results of one investigation provided by one or more Institution the Institution seeking to use that said information must request each of the other Partner Institutions written consent, and must abide by any and all legal provisions.

Where one or more Partner Institution is a joint owner of the Arising Intellectual Property the Partner Institutions with said ownership may commercially exploit the Arising Intellectual Property upon consultation and agreement with the other join owner(s).

In such circumstances, the Partner Institution/Partner Institutions which is/are commercially exploiting the Arising Intellectual Property shall pay the other Partner Institution/ Partner Institutions a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Arising Intellectual Property taking into consideration the respective financial and technical contributions of the Parties to the development of the Arising Intellectual Property, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Arising Intellectual Property in any such product or process.

Each Partner Institution hereby grants the other Partner Institutions an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of this Agreement in their academic tasks, research purposes (including research involving projects funded by third parties, provided those third parties gain no rights to such Arising Intellectual Property) as well as for promotion, institutional development and academic approval.

8. Each Partner Institution agrees that their employees or members designated to jointly conduct any action will remain under the direction or dependence on the Institution they are originally legally bound, regardless of conducting their work in facilities of the other institution, if and when designated. Each of the Partner Institutions will take their responsibility and, in no case will they be considered a joint or substitute employer. If during the execution of one program, people who render services to a Partner Institution or people other than the Partner Institution become involved, they will remain under the direction and dependence of the said Partner Institution or people, since their intervention will not produce any employment relationship with the remaining Partner Institutions.
9. It is agreed that no Partner Institution will be held responsible for property damage or financial loss that may result by force majeure or fortuitous events that may bring to a halt the activities provided for in this agreement or its addenda. The activities may be resumed in the same conditions and circumstances until their full completeness when the causes that motivated their suspension disappear.
10. This Agreement shall remain in force for a period of three (3) years from the date of its last signature. Upon expiration it may be renewed for the same length of time upon written communication and by signing a new agreement. This Agreement may be amended on the Partner Institutions' written mutual consent. Amendments will remain in force on the date of the latest signature. Any Partner Institution can terminate its involvement in this Agreement by informing the other Partner Institutions expressly in writing three (3) months prior to the date proposed for expiration. In the event of such termination, all activities already started and involving the exiting Institution shall be allowed to proceed to its natural conclusion.
11. This Agreement has been signed in good faith; therefore, the cooperating Partner Institutions agree to settle amicably any dispute arising from the interpretation of this Agreement. If the issue cannot be resolved, the dispute shall be submitted to arbitration. Each Partner Institution shall designate a member of the arbitration committee and one member shall be chosen by mutual written consent.
12. Each Partner Institution acknowledges that they may need to disclose student or staff personal data to each other and agree that they will ensure that all records and personal data are held securely and confidentially and to further ensure that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of this agreement. The Partner Institutions agree that they will take appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

Specifically: all documents and information relating to this Agreement received by the Partner Institution or by any other party associated with this Agreement during or in connection with this Agreement shall be held by the Partner Institutions in confidence and shall not be used except for the purposes for which they were made available and such documents and information shall not be disclosed to any other person without the written consent of the Partner Institution who provided the documents or information. This restriction shall not apply to documents or information which:

- a. Are already in the public domain;
- b. Cannot reasonably be considered confidential; or

- c. Are required to be disclosed by way of court order or by virtue of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or the Data Protection Regulations (and corresponding applicable legislation in each Partner Institution's domicile).

For the purposes of this Agreement Data Protection Regulations means the Data Protection Act 2018, the Regulation EU/2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation) (for Northumbria, Strathclyde), the Privacy Act 1988 (Cth) for Newcastle Australia, the Federal Law No 9,610 of 1988 (for UFPB) and Protection of Personal Information Act 2013, South Africa (for UNISA).

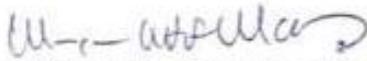
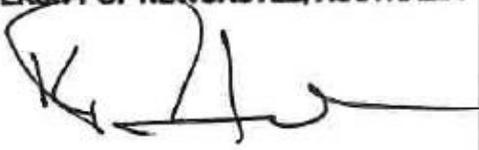
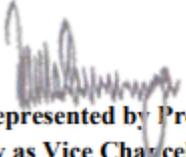
13. Each Partner Institution shall take steps to ensure that there is no slavery, human trafficking, bribery or corruption in their business or supply chains and that they and each of their sub-contractors shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption and the prevention of modern slavery and human trafficking.

The representatives of each Partner Institution herein sign this General Cooperation Agreement by producing four original documents, two (2) in Portuguese and two (2) in English, of identical layout and content.

14. While the Partner Institutions agree to act in good faith towards one another and in accordance with this Agreement it is intended only as a statement of intent and is not intended to be legally binding or to create legal relations between the Partner Institutions (with the exception of the obligations under Clause 12) which shall have full legal effect and shall be binding between the Partner Institutions.

No Partner Institution shall incur any liability to the other whatsoever, as a result of entry into this Agreement or any action, task, obligation, omission or default under it.

Execution

<p>UNIVERSIDADE FEDERAL OF PARAIBA</p>  <p>Margareth de Fátima Formiga Melo Diniz Reitora</p> <p>João Pessoa,</p>	<p>UNIVERSITY OF NORTHUMBRIA AT NEWCASTLE</p>  <p>Professor Jon Reast Pro-Vice Chancellor (International)</p>
<p>UNIVERSITY OF STRATHCLYDE</p>  <p>Professor Douglas Brodie Associate Principal and Executive Dean Faculty of Humanities and Social Sciences</p>	<p>UNIVERSITY OF NEWCASTLE, AUSTRALIA</p>  <p>Professor Kevin Hall Senior Deputy Vice-Chancellor and Vice President Global Engagement & Partnerships</p>
<p>UNIVERSITY OF SOUTH AFRICA</p>  <p>Herein duly represented by Prof MS Makhanya, in his capacity as Vice Chancellor and Principal</p>	<p>UNIVERSITY OF SOUTH AFRICA</p>  <p>Prof T Meyiwa in her capacity as Vice- Principal: Research, Postgraduate Studies, Innovation and Commercialization</p>

ADDENDUM

Addendum to the General Co-operation Agreement (the Agreement): Future of City Centre Network

Aim

The Future City Centre Network (thereafter FCCN) aims to be the internationally recognised academic collaboration, able to provide definitive expert understanding and insight of the future of city centres internationally and enabling cross-disciplinary research and analysis to be undertaken into the future of city centres.

The FCCN is the outcome of the existing collaboration between University of Northumbria in the UK, the University of Strathclyde in the UK, University Newcastle in Australia, University of South Africa, Tshwane-Pretoria, and Universidade Federal da Paraiba in Brazil and each of these partners will be founding members of the FCCN.

Objectives

The FCCN will explore potential futures of the city centre across different cultural and socio-economic settings drawing on a variety of international perspectives and expert knowledge within a variety of disciplines. Its focus is in part in extending academic debate over the ways on which city centres function, are dynamic spaces, and how they respond to internal and external change factors. But it will also engage with wider sets of stakeholders, including urban government, commercial and other economic actors, and with citizens to help identify futures for city centres as they respond to change.

Membership

The FCCN will be open by invitation to academic and non-academic organisations and individuals who are engaged with or have an interest in planning and managing city centres. **Partners** will be designated as those who contribute financially to specific research and fund raising activity with partnership status valid for the duration of that involvement. Partners will meet annually to review progress of the network and agree on the future agenda and priorities. **Associates** will be individuals and organisation who assist the network without providing funding support.

Scope

The Agreement seeks to reinforce the existing collaboration to develop new opportunities collaboratively. These will include in the first 18 months:

- Deliver joint publications from the symposium held at UFPB in March 2020 (see also below);
- Explore collaboration with existing network partners to attract further research funding; and
- Co-development of joint projects extending themes on city centre futures with Network partners and colleagues in UFPB

Looking to the longer term relationship, the Agreement will include:

- Each partner University assisting to extend membership of the FCCN to other Universities and city partners in their respective countries;
- Collaborating with the FCCN to foster and exchange ideas with other Universities and cities globally, including potentially staff and student exchanges.

Initial focus and issues

In progressing the above scope, the FCCN will seek to:

- a. Enhance understanding of the nature and functioning of city centres internationally, drawing out themes which are bringing about change to the city centre, and highlighting local and specific factors which help generate diversity in city centres;
- b. Identify new ways in which influences that are impacting on city centres can be examined, drawing on experiences from a variety of disciplines in social sciences and beyond;
- c. Assess the impact of existing interventions and strategies being deployed internationally to ensure that city centres have a future as locations of environmental, economic, social, political and technological significance to provide an overview of the differing approaches being adopted to plan city centre futures;
- d. Map out a research agenda of the challenges facing city centres and develop partnerships to enhance understanding of ways to address these; and
- e. Assist network partners in attracting research funding to contribute to this agenda.

Business plan

The intention is for the FCCN to explore possible future funding opportunities, including:

- a. Project specific research grants, secured to explore specific issues in city centres by teams from the network;
- b. City specific studies with non-academic stakeholders funded through commercial and knowledge exchange contracts to assist in planning the future of city centres;
- c. Funding for an expansion of the FCCN through regional hubs, each attracting research funding for more local studies of city centres; and
- d. A core grant to assist in managing the FCCN either through partner membership contributions or through funding from knowledge exchange/research bodies such as the British Council, Association of Commonwealth Universities, and Newton Fund.

Public engagement

A key element of the network is its desire to be inclusive, open to engagement with an increasingly diverse range of stakeholders involved in the production, management and consumption of the city centre. To support this inclusiveness, a dedicated website for the FCCN will be hosted at the Institute for Future Cities in the University of Strathclyde. This will:

- a. Set out the aims and objectives of the network and provide publicly available reports on its plans and priorities;
- b. Provide a repository for the outputs from each of the symposia and from the AHRC research project, including videos of the main contributions, a summary of the conclusions from each meeting and background information on each city centre case study;
- c. Provide a single platform for other interested Associates to contribute to the debate and discussions, including material relating to other cities beyond those discussed in the symposia; and
- d. Be a means for potential Partners and Associates to contact the network and to submit information and ideas pertinent to aims of the network.

The website will also enable interested individuals and organisations to register for attendance at network meetings.

Dissemination

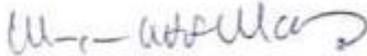
Contributing to discussion and debate over the future of city centres globally, the network will publish a range of academic and non-academic output. They will include in the first 12 months:

- a. Academic journal papers on the future of the city centre and the challenges faced globally;
- b. A set of case studies based on the symposia, providing a summary of the challenges, opportunities and approaches found in each of four cities across the world;
- c. An edited volume bringing together the symposia evidence to review the shared and different issues arising in the planning for city centre futures within the four cities, and setting out a future research agenda relevant to cities globally; and
- d. International conference papers given by the partners supporting knowledge change with non-academic stakeholders.

Consideration will be given thereafter to collaborating with Associates to extend the dissemination of other city centre examples, and the development through that of other case studies.

Conflict of interest

The parties must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Any situation constituting or likely to lead to any such conflict should be brought to the attention of the parties without delay in cause shall undertake to take all necessary measures to rectify this situation at once.

<p>UNIVERSIDADE FEDERAL OF PARAIBA</p>  <p>Margareth de Fátima Formiga Melo Diniz Reitora</p> <p>João Pessoa,</p>	<p>UNIVERSITY OF NORTHUMBRIA AT NEWCASTLE</p>  <p>Professor Jon Reast Pro-Vice Chancellor (International)</p>
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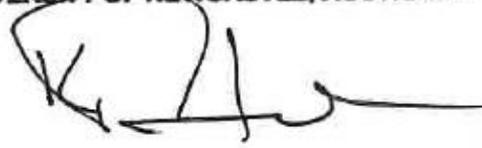
UNIVERSITY OF STRATHCLYDE



Professor Douglas Brodie

**Associate Principal and Executive Dean
Faculty of Humanities and Social Sciences**

UNIVERSITY OF NEWCASTLE, AUSTRALIA

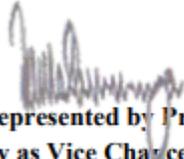


Professor Kevin Hall

**Senior Deputy Vice-Chancellor and Vice
President**

Global Engagement & Partnerships

UNIVERSITY OF SOUTH AFRICA



**Herein duly represented by Prof MS Makhanya, in
his capacity as Vice Chancellor and Principal**

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**Prof T Meyiwa in her capacity as Vice-
Principal: Research, Postgraduate Studies,
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