



**COLLABORATIVE AGREEMENT FOR CULTURE AND SCIENCE  
AND TECHNOLOGY BETWEEN THE *UNIVERSITA DEGLI STUDI  
DI MILANO BICOCCA* - DEPARTMENT OF HUMAN SCIENCES  
FOR EDUCATION "RICCARDO MASSA" (ITALY) AND THE  
*UNIVERSIDADE FEDERAL DE SANTA MARIA* – EDUCATION  
CENTER (BRAZIL).**

**THE *UNIVERSITA' DEGLI STUDI DI MILANO BICOCCA***,  
headquartered in Milan (Italy), PIAZZA DELL'ATENEO NUOVO 1, tax  
code and VAT 12621570154, represented by Professor Cristina Palmieri,  
acting as Director of the Department of Human Sciences for Education  
"Riccardo Massa"; (Rector's Decree no. 3752/2024 reg. 0416116 dated  
02/10/2024), in accordance with Det. Dir. n. 2041/2025 reg. 165887 dated  
08/04/25 (hereinafter referred to as "UNIMIB");

**AND**

**THE *UNIVERSIDADE FEDERAL DE SANTA MARIA* – UFSM –  
EDUCATION CENTER**, headquartered in Santa Maria (Brazil), Rio  
Grande do Sul, Avenida Roraima, n° 1000, CPF n°. 677.828.250-91,  
represented by the Decan of UFSM Professor Luciano Schuch, officially  
authorized by the University Council at the meeting held on 23/12/2021,  
(hereinafter referred to as "UFSM").

**whereas:**

1. Mutual interest of both Universities in the development of scientific research and training of students, scientists, and technicians;
2. Existing common scientific programs: The partnerships began with participation in a seminar organized in 2022, where the need to include counter-hegemonic agendas was raised, in order to start a dialogue on the topic of educational practices in early childhood education;
3. Mutual desire to further expand collaboration, in order to continue, strengthen and deepen the relations of studies and research, elaboration of



technical-scientific and cultural works between Brazil and Italy, opening possibilities in other Italian contexts that are not traditionally known and a common desire to enhance research on the theme of education and childhood, establishing dialogues and collaborative research work regarding scientific-pedagogical, educational, and cultural advances of the two countries;

**agree to the collaboration program specified in the following clauses:**

#### **ARTICLE 1 - PURPOSE OF THE COLLABORATION PROGRAM**

UNIMIB and UFSM agree to establish a relationship of scientific collaboration in the fields of Pedagogy and Teacher Training for early childhood education, in order to develop a research entitled: "Is it true that practices do not change in early childhood education?"

Both parties decide to develop common research projects and, on the basis of specific subsequent agreements between the Parties, establish integrated didactic training activities, as well as provide for the potential use of scientific and technical apparatus of mutual interest. Initially, the collaboration will involve the fields of Pedagogy and Teacher Training for early childhood education and will subsequently be extended to other sectors or structures of the contracting universities through subsequent agreements between the interested parties.

#### **ARTICLE 2 - TOPICS OF THE COLLABORATION PROGRAM**

The Study and Research Programme, as described in the Technical Annex to this agreement (Annex A), sets out the objectives and purposes of the project, the properties and applications to be researched, verified, etc.

The Parties shall by mutual agreement jointly establish the operating protocols for the Study and Research Programme and assess the Programme Results.

The Study and Research Programme will conclude with the preparation by the Parties of a report on the Programme Results.

In addition to the research activities indicated in art. 1, the agreement also provides for:

- a) The development of common research projects;



- b) the exchange of faculty, researchers, and technical staff;
- c) student mobility;
- d) mutual acceptance of fellows and PhD. students;
- e) the exchange of scientific documentation and publications and data transmission networks;
- f) the organization of special conventions, seminars, and scientific meetings, organized by mutual agreement.

All these activities must be made in accordance with the university rules and regulations in force from time to time, on the basis of specific agreements signed by the Parties.

### **ARTICLE 3 – SCIENTIFIC HEADS OF THE AGREEMENT**

The responsibility for technical and scientific coordination for the definition and implementation of the agreement is entrusted, in its initial phase, to Dr. Agnese Infantino of the Department of Human Sciences for Education (UNIMIB), and Professor Sueli Salva from the Department of Teaching Methodology – Education Center of the Universidade Federal de Santa Maria.

Any replacement of the Scientific Heads of the collaboration must be notified to and approved in advance in writing by the other Party.

### **ARTICLE 4 - PERSONNEL EXCHANGE AND CORRESPONDING DUTIES**

The parties agree that, with regards to the expenses related to the execution of the contract, and as far as art. 2 is concerned, there are no financial obligations imposed on the Universities nor on the Departments carrying out the activities referred to in this agreement.

### **ARTICLE 5 - INTELLECTUAL PROPERTY RIGHTS**

The assessment of the results of the Study and Research Programme from a technical, scientific, applicative and inventive standpoint shall be done by the Scientific Heads referred to in article 3 in the manner that they agree.

Without prejudice to the fact that each Contracting Party shall remain the owner of the pre-existing know-how that it holds and unless otherwise agreed, the parties shall jointly own all partial or total results obtained in collaboration under this cooperation program, proportionally to the efforts of each party, including results worthy of patent protection or analogous





forms of protection or that can be protected by copyright.

The foregoing is without prejudice to exclusive ownership of the knowledge obtained independently and through one's own means.

Any patenting or registration of results that are jointly achieved through full and effective collaboration or the management of the inventions and/or intellectual work jointly achieved through full and effective collaboration shall be the subject matter of a separate agreement between the Parties. In that case the provisions of the following article shall apply to the publication of the results.

It is understood that the Parties through subsequent agreements will agree on the use and exploitation of the results and/or legally protected intellectual work, including any assignment of shares of ownership.

#### **ARTICLE 6 – PUBLICATION OF THE RESULTS**

Any publication of the results of the Study and Research Programme must be agreed in advance by the Scientific Heads referred to in article 3 and shall be governed by the following rules.

In the case of results that are jointly achieved in full and effective collaboration stemming from homogeneous contributions by the Parties that cannot objectively be distinguished from each other, the Parties undertake to jointly publish even though it may be information made known by one Party to another confidentially. In that case the publications must state the names of the authors in conformity with national and international law.

In the case of results achieved stemming from independent and separable contributions by the Parties even though organised in a unitary manner, each Party may independently publish and/or disclose the results of its own studies, research and experimental results, recognising the contribution of the other Party for the conclusion and implementation of this contract. However, if those publications contain data and information made known by one Party to the other Party confidentially, the Parties must seek the prior authorisation of the Party who disclosed such data and information and must cite the names of the authors in the publications, if any, in conformity with national and international law.

The publication of the results must be temporarily postponed for the time



necessary for the legal protection of the inventive results, if any.

#### **ARTICLE 7 - USE OF THE PARTIES' NAMES AND/OR LOGOS**

Each Party undertakes not to use the name and/or logo of the other Party for advertising purposes, unless otherwise specifically agreed between the Parties.

#### **ARTICLE 8 - DURATION**

This contract takes effect from the date of the last signature and shall be deemed valid for 3 years, with a possibility for renewal on the basis of an agreement in writing approved by the Parties' competent organs.

In the event of renewal of this contract, the report on the results of the Study and Research Programme must be accompanied by a report on future objectives.

The Parties may terminate this agreement by mutual consent.

Consensual termination has future effects only and does not affect the parts of this agreement already performed .

#### **ARTICLE 9 - INSURANCE COVERAGE AND HEALTH INSURANCE**

Both parties declare to have appropriate insurance coverage for their personnel engaged in the activities covered by this agreement, including travel related to their performance, against liability for personal injury and property damage for which they are held responsible. If the external personnel eventually included in the said activities turns out not to be covered by suitable insurance, participation in the research programme is conditional on the taking out of such appropriate insurance coverage.

#### **ARTICLE 10 - HEALTH AND SAFETY IN THE WORKPLACE**

It is the duty of the host institution to treat and consider the visit of personnel to that institution in the same way as its own personnel, and thus the visiting personnel will benefit exactly from the same safeguards and information, according to the role assumed at the host institution.

The host body must in any case arrange to:

- provide training on emergencies and the emergency procedures in force in the places that the abovementioned individuals visit;
- provide information to guests on the specific risks of the areas that they are visiting;



- provide the specific protection devices, if any, for the areas and activities involved;
- guarantee appropriate supervision for the health and safety of the workers and students through its own managers and executives during activities and for specific areas of activities.

#### **ARTICLE 11 – SECRECY**

For the purposes of this contract the Contracting Parties consider as classified and confidential any information that a Party deems necessary to supply the other with for the realisation of the Study and Research Programme and supplied through a document, other tangible media, verbally or following a visit to the business or laboratory, during meetings or talks and the like (hereinafter “Confidential Information”).

To be considered as confidential the information must be revealed in writing and marked as confidential. If information is revealed verbally it will be reduced to writing within 30 days and clearly marked as confidential.

The Contracting Parties undertake to:

- maintain the Confidential Information secret and classified and not disclose it to third parties;
- limit the use of the Confidential Information to activities connected to the Study and Research Programme and not extend the use and/or application thereof to anything else;
- assure that the Confidential Information is circulated and disseminated within one's organisation solely to persons directly involved in activities in connection with the development of the Study and Research Programme;
- assure that all of the persons to whom the Confidential Information is made available are aware of its confidential nature and adhere to the terms and conditions of this contract regarding the protection, use and publication of the Confidential Information and the results of Study and Research Programme.

The Parties shall be liable for the observance of the obligations laid down in this article by their Scientific Heads and collaborators.

The Parties also consider as confidential all of the results of the Study and





Research Programme and their use shall be governed by the provisions of articles 5 and 6.

#### **ARTICLE 12 – DISPUTES**

The parties undertake to resolve amicably and in a spirit of commitment, any dispute arising from this agreement. In case the parties fail to reach to an agreement, it is agreed that any dispute arising between the contracting parties, related to the interpretation, execution, and resolution of this contract, shall be referred to The Courts of Milan (Italy).

#### **ARTICLE 13 – PROCESSING OF PERSONAL DATA**

Each Party handles, as autonomous data controller, the processing, dissemination and communication of personal data relating to this contract in the context of the pursue of the respective institutional purposes and in compliance with both the provision of Legislative Decree no. 196/2003 containing the Personal Data Protection Code and the European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and subsequent amendments and additions and by its own University Regulations, as well as by the provisions of Brazilian Law.

As for UNIMIB, the information on the processing of personal data is available in the "Research" section of the institutional website dedicated to "Privacy" (<https://www.unimib.it/privacy>).

For USFM, the information on the processing of personal data is available on the institutional website to the link: <https://www.ufsm.br/reitoria/acesso-a-informacao/lgpd>.

#### **ARTICLE 14 - EXPENSES**

Each party shall pay any obligation under this contract eventually prescribed by the law of its country of origin.

This agreement consists of 10 (ten) pages.

For UNIMIB, this agreement is subject to registration at a flat fee solely in case of use at the care and expense of the requesting party pursuant to the D.P.R. of 26 April 1986, n. 131.

#### **ARTICLE 15 - NOTICES**

All notices and communications under this Agreement must be in writing and addressed as follow:



if to UNIMIB:

- for administrative communications: Roberta Larotonda, e-mail roberta.larotonda@unimib.it;
- for notices related to the Project: Dr. Agnese Infantino, e-mail: Agnese.infantino@unimib.it;

if to USFM:

- for administrative communications: Karina Parcianello Bordin e Ariane Niederauer e-mail coproc@ufsm.br ; sai.bilateral@ufsm.br
- for notices related to the Project: Profª. Sueli Salva – e-mail: sueli.salva@ufsm.br.

Read, approved and signed.

Milan, 11 APR 2025 (day, month, year)

UNIVERSITA' DEGLI STUDI DI MILANO BICOCCA

*Department of Human Sciences for Education*

Director Professor **Cristina Palmieri**



Santa Maria, (day, month, year)

UNIVERSIDADE FEDERAL DE SANTA MARIA

Dean Professor **Luciano Schuch**



**Luciano Schuch**  
Reitor