



**Claudia C. Pouravelis, Ed. D.**

Associate Dean of Graduate Affairs  
Regis College  
235 Wellesley Street, College Hall 229  
Weston, MA 02493

Rio de Janeiro, February 13th, 2013.

Dear Claudia,

Greetings from PUC-Rio!

I am glad to send to you the Memorandum of Understanding between PUC-Rio and Regis College between our universities. It has been signed by our Rector.

I am looking forward to a fruitful cooperation.

With my very best wishes,

**Camila Guo**  
International Partnerships  
PUC-Rio





**MEMORANDUM of UNDERSTANDING BETWEEN THE  
PONTIFICAL CATHOLIC UNIVERSITY OF RIO DE  
JANEIRO (PUC-RIO), RIO de JANEIRO, BRAZIL, AND  
REGIS COLLEGE, WESTON, MA, U.S.A.**

The FACULDADES CATÓLICAS, sponsor of PONTIFÍCIA UNIVERSIDADE CATÓLICA DO RIO de JANEIRO in this act represented by its President, Fr Josafá Carlos Siqueira, SJ, and Vice President, Academic Affairs, Prof. José Ricardo Bergmann, and Regis College, in this act represented its President, Dr. Antoinette Hays and Vice President for Academic Affairs, Dr. Malcolm Asadoorian, wanting to express the wish of establishing academic, scientific, religious, and cultural cooperation programs decide to subscribe the following MEMORANDUM OF UNDERSTANDING.

THE PRESENT AGREEMENT is hereby executed between FACULDADES CATÓLICAS, sponsor of PONTIFÍCIA UNIVERSIDADE CATÓLICA DO RIO de JANEIRO (PUC-RIO) (hereon called PUC-RIO), Faculdades Católicas, a philanthropic association, declared of public utility by Federal Decree n. 43.454/58, recognized as a non-profit association by the Social Assistance National Council, sponsor of Pontifícia Universidade Católica do Rio de Janeiro, registered under the number 200812021626028, in January 9th, 2009, in the CNPJ/MF under the number 33.555.921/0001-70, state inscription number 10.005.205, municipal inscription number 00.819.271, located at Marquês de São Vicente street, 225, hereinafter known as PUC-Rio, represented by its President, Father Josafá Carlos de Siqueira, SJ, ID number 28.659.444-5 / DETRAN-RJ, CIC 056.010.531-20 and REGIS COLLEGE, 235 Wellesley Street, Weston MA, USA, President: Dr. Antoinette Hays with the aim of establishing a cooperation agreement between both institutions, in order to promote academic and cultural exchange, by means of mutual assistance in the fields of teaching and research, detailed as follows:

**RECITALS**

1. WHEREAS PUC-RIO and Regis have common Catholic missions, interests and goals in the academic, scientific, cultural, religious and social fields, and;
2. WHEREAS PUC-RIO and Regis desire a partnership which will provide improvements in the social, cultural and economic services they provide in their regions.
3. NOW, THEREFORE, the parties agree as follows:



## PROVISIONS

### First - Aim of this MOU:

PUC-RIO and Regis College hereby agree to establish Specific Agreements to promote the development of common interest projects.

### Second - Types of Cooperation.

Subject to the United States Export Administration Act, Arms Export Control Act, and other applicable law, the cooperation between both parties and the content of Specific Agreements may include the following:

1. Exchange of information and publications, including the exchange between the libraries of both parties.
2. Preferred admission of PUC-RIO and Regis faculty and staff into each other party's graduate programs. To promote such faculty's completion of graduate programs, the parties may exchange teaching staff and researchers to provide supplementary instruction and related services. PUC-RIO faculty will have access to graduate programs at Regis with scholarship funds designated by Regis.
3. Seminars, talks, symposiums.
4. Joint research projects.
5. Joint programs and study plans.
6. Access to specific material and equipment.
7. Short duration visits.
8. Undergraduate and graduate student exchange programs.
9. Other cooperation activities agreed to by both parties.

### Third - Specific Agreements.

For each specific common interest program or project, an additional Specific Agreement shall be developed. These Specific Agreements shall include and/or address the following:

1. The origin, nature and description of the project/program.
2. The names of the people in charge and the participants from each party.
3. The duration of the program/project.
4. The estimated financial resources to cover the costs of the project and the distribution of the money in question.
5. The rules regarding each party's acceptance of transfer credit for undergraduate and graduate students participating in student exchange programs and for faculty enrolled in each party's graduate programs.
6. Housing arrangements, if any, associated with common interest projects, including potential arrangements for undergraduate and graduate students participating in student exchange programs and for faculty enrolled in each party's graduate programs.
7. A statement that exchanged personnel, visiting personnel, undergraduate and graduate students, and faculty enrolled in each party's graduate programs shall comply with the host institution's established policies, procedures, and rules.
8. A specific reference to this MOU.
9. A statement that each program or project shall comply with the United States Export Administration Act, Arms Export Control Act, and other applicable law.



These additional Specific Agreements must have the approval of the Presidents of each party.

**Fourth- Financial Situation.**

1. This MOU does not require a financial commitment by (PUC-RIO) or Regis College.
2. For each program/project, the financial details will be separately and specifically established and shall be subject to the availability of funds on the part of both institutions. Each institution reserves the right to seek supplementary funds along with funding agencies for any activity to be developed within the ambit of this Agreement.

**Fifth - General Aspects**

1. The parties will not answer for any damage stemming from situations of force majeure.
2. Without prior express and written approval, a party may not use the name, logos, or brand of the other party.
3. This MOU does not create the relationship of agent, employee, partnership, association, or joint venture between PUC-RIO and Regis. In no event shall employees, agents, or independent contractors of one party be considered to be employees, agents, or independent contractors of the other party.
4. This MOU constitutes the entire understanding of the parties and shall prevail over any previous agreements made in terms of the object hereby contracted. This MOU binds, besides the contracting parties, their successors and assignees, whichever the form of succession or assignment, in all the rights and obligations taken on by this MOU. Neither party may assign its rights or delegate its responsibilities, in total or in part, to any third party, without the prior and express written authorization of the other party.

**Sixth - Intellectual Property.**

All the information resulting from the joint activities held under this MOU will be available for both parties, unless other rules are set forth, according to a Specific Agreement.

**Seventh – Coordination Committee.**

To supervise the compliance with this MOU and to coordinate and revise the activities performed as per established herein, a joint committee shall be created between both parties, which will be formed by two (2) members, each member representing one party.

- For Regis, the representative member will be the Director of the Center for Global Connections.
- For PUC-RIO, the representative member will be Associate Vice-President for Academic Affairs in the PUC-RIO Office of International Cooperation (CCCI).

The members will be in contact regularly, with the aim of supporting the development of such cooperation.

**Eight - Links**

Each party will include on their web sites information about the other party and information about joint projects with the other party, with direct links to the portal of the other party.



**Ninth- Controversies**

Unless agreed to otherwise in a Specific Agreement and without prejudice to either party, the controversies which arise from the execution of this MOU will be examined and resolved by a party committee made up of four (4) people – two (2) representing each party.

**Tenth - Duration**

This MOU shall commence on [DATE] and shall terminate on [5 YEARS FROM DATE] (“Termination Date”). Either party may terminate this MOU prior to the Termination Date for any reason, upon ninety (90) days written notice to the other party. Termination of this MOU will not affect any existing Specific Agreements then in effect, which shall be governed by their specific provisions.

And as proof of compliance and acceptance, the parties hereby sign two copies in English and one copy will be held by each party at the indicated place and date.

Rio de Janeiro, Brazil,....., 2013.

Weston, MA....., 2013.

On behalf of PONTIFICAL CATHOLIC  
UNIVERSITY OF RIO DE JANEIRO

On behalf of REGIS COLLEGE

President  
.....  
Fr. Josafá Carlos de Siqueira, S.J.  
Prof. José Ricardo Bergmann  
Vice-Reitor para Assuntos Acadêmicos  
PUC-RIO

President  
.....  
Dr. Antoinette Hays, PhD, RN

