

**COLLABORATION AGREEMENT**  
**between**  
**Federal University of Bahia**  
**and**  
**Texas A&M AgriLife Research**

This Collaboration Agreement ("Agreement") is entered into between **Federal University of Bahia** ("Collaborator") and **Texas A&M AgriLife Research** ("AgriLife"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas. Collaborator and AgriLife may be referred to herein collectively as "Parties" and individually as "Party."

AgriLife, through its Principal Investigator Dr. Tereza Magalhaes, is conducting research to evaluate the knowledge about the forms of transmission of the Zika virus, focusing on sexual transmission, among health professions of PHU in Salvador-BA, Brazil (the "Project"). The objective of the Project is to evaluate the familiarity of health workers of PHU about the Zika virus, including forms of transmission, prevention, and symptomatology, as well as to assess the perception of study participants in relation to training associated with the Zika virus.

The Parties desire to collaborate on the Project in an effort to further the research objectives of the Project.

Therefore, the Parties agree as follows:

**Article 1. Scope & Responsibilities**

1.1 Collaborator and AgriLife agree to collaborate on the Project as further described in the Scope of Work (the "SOW") herein attached as "Exhibit A".

1.2 Each of the Parties will carry out their specific responsibilities as outlined in the SOW.

1.3 Collaborator is an independent contractor in the performance of the work under this Agreement and is not acting as an employee, partner, joint venture, or agent of AgriLife under this Agreement. Nothing in this Agreement shall be construed as an exclusive relationship. As an independent contractor, Collaborator is not subject to the personnel policies of AgriLife. Collaborator has no authority to bind AgriLife, nor any right to employee benefits.

**Article 2. Costs/Expenses**

2.1 Each Party will be responsible for all of its own costs incurred in connection with all matters relating to any work and collaborations performed under this Agreement, including those expenses described in the SOW. There will be no exchange of funds or other resources among the Parties as a result of this Agreement. Specifically, there will be no payment by AgriLife

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to Collaborator as a result of this Agreement, and Collaborator will be solely responsible for all costs incurred by Collaborator related to the Project.

### **Article 3. Period of Performance**

3.1 The term of this Agreement will begin on September 30<sup>th</sup>, 2023 and end on September 29<sup>th</sup>, 2025 (the "Term"). This period may be extended by written agreement of the Parties.

### **Article 4. Termination**

4.1 This Agreement may be terminated for convenience by either Party at any time; *provided* that the terminating Party gives written notice to the other Party at least ten (10) days in advance of the effective date of termination.

### **Article 5. Title to Equipment**

5.1 Each Party shall retain title to all technology, equipment, supplies and other items supplied by that Party for the Project.

### **Article 6. Waiver of Claims**

6.1 Collaborator hereby releases, waives, discharges and covenants not to sue Texas A&M AgriLife Research, The Texas A&M University System, The State of Texas, their officers, agents, servants, or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, proceedings and causes of action whatsoever arising out of or related to any loss, damage, theft, vandalism, or injury, including death, that may be sustained by Collaborator, or any of the property belonging to Collaborator while participating in the activities contemplated by this Agreement.

### **Article 7. No Agency or Obligations**

7.1 No agency, partnership, joint venture or exclusive relationship is created by this Agreement and each Party is free to pursue other opportunities such as those contemplated under the Agreement. No further obligations are created under this Agreement except those stated herein.

### **Article 8. Publicity**

8.1 The Parties agree that neither will use the name of the other Party or any of its employees in any advertising, sales promotion, or other publicity matter without the prior written approval of the other Party.

### **Article 9. Governing Law**

9.1 This Agreement shall be interpreted and enforced by the laws of the State of Texas. Venue for any claim arising under this Agreement shall be as provided by Texas State law.

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## Article 10. Notices

10.1 Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. AgriLife and Collaborator can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

<b>Texas A&amp;M AgriLife Research</b> 578 John Kimbrough Boulevard College Station, TX 77843-2147 Attn: Texas A&M AgriLife Contract Office Telephone: 979-845-7879 Email: <a href="mailto:contracts@ag.tamu.edu">contracts@ag.tamu.edu</a>	<b>Federal University of Bahia</b> Rua Augusto Viana, S/Nº - Canela 40110-909 – Salvador/Bahia Brazil ZIP 40110-909
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## Article 11. Miscellaneous

11.1 This Agreement contains the entire understanding of the Parties regarding the matters herein, and supersedes all other written and oral agreements between the Parties regarding such matters. This Agreement may be modified or amended only by a written agreement signed by an authorized representative of each Party.

11.2 AgriLife is an agency of the State of Texas and nothing in this Agreement waives or relinquishes AgriLife's right to claim any exemptions, privileges, and immunities as may be provided by law.

11.3 Parties acknowledge that AgriLife must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement.

11.4 Neither Party is required to perform any term, condition, or covenant of this Agreement if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of a Party and which by due diligence it is unable to prevent or overcome.

11.5 This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Any attempt to do so will be void.

11.6 The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require performance at any

later time nor will the waiver by either Party of a breach of any provision waive any succeeding breach of that provision or waive the provision itself.

11.7 If any provision of this Agreement is held to be invalid, illegal or unenforceable, then that provision will be severed and will not affect the remainder of this Agreement.

11.8 Should this document be executed in two languages, the English version of this Agreement represents the understanding of the Parties. Any other version is provided as a translation only. In the event of conflict between the two versions, the English version will prevail.

11.9 This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile, or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties and on the dates hereto:

**Federal University of Bahia**

**Texas A&M AgriLife Research**

By:

By:

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Name: **Paulo César Miguez de Oliveira**  
Title: Rector

\_\_\_\_\_  
Name: **Debra A. Cummings**  
Title: Assistant Director, Agency and CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_