



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE**

**UNIVERSITY OF KENTUCKY
IN LEXINGTON, KENTUCKY, USA**

AND THE

**FEDERAL UNIVERSITY OF SÃO CARLOS
IN SÃO CARLOS, SÃO PAULO, BRAZIL**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “Agreement”) is entered into by and between

the UNIVERSITY OF KENTUCKY, a public institution of higher education in the Commonwealth of Kentucky, with headquarters in Lexington, Kentucky, USA, for its Martin-Gatton College of Agriculture, Food and Environment (hereinafter “UKY”)

and

the FEDERAL UNIVERSITY OF SÃO CARLOS, with headquarters in São Carlos, State of São Paulo, BRAZIL (hereinafter “UFSCar”)

either of which may be referred to as “Party” or “Institution”, or collectively as “Parties” or “Institutions” throughout.

In recognition of existing relationships and mutual interest in expanded collaboration among faculty, staff and students at UKY and UFSCar, and wishing to promote a cooperative relationship through mutual assistance in the areas of education, research and engagement, the Parties enter into this Agreement in order to establish and recognize a formal connection between these institutions and agree to support and promote this connection for mutual benefit.

ARTICLE 1. SCOPE OF COLLABORATION

1.1 *General Scope.* Each institution may offer to the other opportunities for activities and programs such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.

1.2 *Specific Activities.* Specific activities and programs implemented under authority of this Agreement shall be subject to availability of funds and the approval of each institution’s authorized representatives. The institutions contemplate implementation of programs or activities such as: (a) joint educational, cultural and research activities; (b) exchange of faculty members and students for research, lectures and discussions; (c) participation in seminars and academic meetings; and (d) special, short-term academic programs.

1.3 *Separate Agreements.* Prior to initiating any specific activity or program, the Parties will negotiate and enter into a separate agreement, signed by each Party’s authorized signatory, describing the terms of the arrangement, including the budgets. Each Party will designate a Liaison Officer to develop and coordinate specific activities or programs, as specified in “Notices” below.

ARTICLE 2. EFFECTIVE TERM, RENEWAL AND AMENDMENT

2.1. *Term.* This Agreement will take effect upon the date of last signature by the authorized representatives of each Party, and will remain in effect through June 30, 2028, unless terminated early by either Party.

2.2. *Early Termination.* Either Party may terminate this Agreement in advance of the agreed upon termination date by providing written notice to the other Party at least 90 days in advance of the intended early termination date. Unless otherwise negotiated and agreed upon, students, faculty and/or staff of either Party who are engaged in collaborative activities at the intended time of early termination will be permitted to complete these activities in accordance with the intention and spirit of this Agreement.

2.3. *Renewal.* This Agreement may be renewed by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an addendum to this Agreement. All such addenda shall be considered integral parts of this Agreement.

2.4. *Amendment.* The terms and conditions stipulated in this Agreement may be modified or appended by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties, in the form of an amendment to this Agreement. All such amendments shall be considered integral parts of this Agreement.

ARTICLE 3. GENERAL PROVISIONS

3.1. Beyond promoting the Program among its faculty, staff and students, neither Party shall use the name of the other in any other form of advertising or publicity without express written permission from the other Party. UFSCar shall not use any UKY logo, trademark or other marks (“UKY Marks”) for any purpose without prior written consent of UKY and only in accordance with UKY’s brand standards found at <https://www.uky.edu/prmarketing/branding-resources/how-use-brand/brand-standards>. For instances of name or UKY Marks use that exceed the terms of this Agreement, each Party must seek permission from the other by submitting a draft of the proposed use at least 60 days in advance of the proposed use to the other Party’s representative, designated in “Notices” below.

3.2. *FERPA.* The Parties recognize that UKY is legally obligated to comply with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232(g) and 34 CFR Part 99 (FERPA), which affords certain rights to students concerning educational records and which governs the use and sharing of records, files, documents and data directly related to students.

3.3. *Academic Freedom.* UKY is committed to preserving and defending the principles and values of academic freedom for their faculty, staff and students. If collaborative activities implemented under the auspices of this Agreement are deemed by either Party to infringe upon that Party’s standards of academic freedom, academic rigor or academic integrity, that Party may withdraw from this Agreement immediately without penalty.

3.4. *Research Ethics and Respect of Pre-existing Intellectual Property Rights.* The Parties to this Agreement are committed to ensuring that faculty, staff and students participating in collaborative activities under the auspices of this Agreement adhere to all relevant governing regulations and standards of ethics in the conduct of research, use of data, dissemination of results and disclosures of conflicts of interest. Unless otherwise agreed to in writing by the Parties, each Party will retain ownership of its Intellectual Property that pre-exists the effective date of this Agreement or is developed outside the auspices of this Agreement. If collaborative activities implemented under the auspices of this agreement are deemed by either Party to compromise that Party’s standards of ethics in research or infringe on its pre-existing or independently developed Intellectual Property, that Party may withdraw from the Agreement immediately without penalty.

3.5. *Data Privacy and Security.* Each Party shall comply with its respective state, federal and international data *privacy* laws, rules, regulations and standards. The Parties shall ensure appropriate privacy and security safeguards are in place to prevent the unauthorized use, alteration, or disclosure of, or unauthorized access to personally-identifiable information, intellectual property, student, academic, health, business or research data exchanged pursuant to this MOU.

3.6. *Counterparts.* The Parties may sign this Agreement in counterparts, all of which together shall constitute the complete Agreement. Duplicate or facsimile signatures shall be accepted as originals for all purposes.

3.7. *Non-discrimination.* Eligibility for participation in the collaborative activities developed under the auspices of this Agreement will be determined without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UKY does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether a person is a smoker or nonsmoker, provided that the person complies with UKY policy concerning smoking.

3.8. *Notices.* To be enforceable, all notices and official communications related to this Agreement must be in writing and delivered to the Party's representative named below either by (a) confirmed electronic transmission; (b) certified mail, return receipt requested; or (c) commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. All communications will be sent to the addresses set forth below or to such other address as designated by either Party via written notice to the other:

UKY: Tim Barnes, Executive Director
International Partnerships and Research
University of Kentucky International Center
Room 118 Bradley Hall
151 Washington Avenue
Lexington, KY 40506
USA
telephone: +1-859-323-7377
email: Tim.Barnes@uky.edu

with copy to: Juilian R. Dupuis, Assistant Professor
Department of Entomology
Martin-Gatton College of Agriculture, Food and Environment
University of Kentucky
S-225 Agricultural Science Center North
1100 South Limestone
Lexington, KY 40546
USA
telephone: +1-859-323-1120
email: julian.dupuis@uky.edu

UFSCar: Prof. Márcio Weber Paixão, Head
International Relations Office (SRInter)
Federal University of São Carlos
Rodovia Washington Luís km 235
13565-905 São Carlos (SP), Brasil
telephone: + 55 16 3351 8639 / +55 16 3351 8402
email: scg-srinter@ufscar.br; srinter@ufscar.br

with copy to: Reinaldo Otávio Alvarenga Alves de Brito, Assistant Professor
Graduate Program on Evolutionary Genetics and Molecular Biology
(PPGGEv)
Federal University of São Carlos
Rodovia Washington Luís km 235
13565-905 São Carlos (SP), Brasil
telephone: + 55 16 3351 8787 / +55 16 3351 9769
e-mail: brito@ufscar.br

3.9. *Binding Obligations.* With the exception of Articles 2 and 3, this Agreement is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding potential areas of cooperation.

3.10. *Authorized Signatories.* The individuals signing this Agreement on a Party's behalf represent that they have the requisite authority and intent to bind that Party to this Agreement.

3.11. *Settlement of Disputes.* Any dispute between the Parties concerning the application and interpretation of this Agreement and its consequences will immediately be settled by mutual agreement.

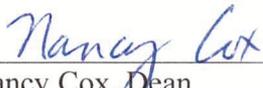
**FOR THE UNIVERSITY
OF KENTUCKY**



Susan Roberts, Ph.D.
Associate Provost for Internationalization

Date: August 9th, 2023

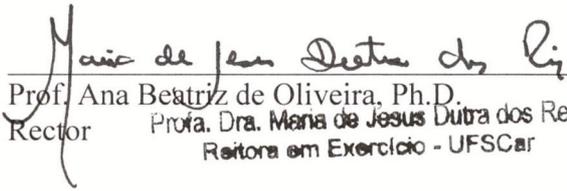
Recommended by:



Nancy Cox, Dean
Martin-Gatton College of Agriculture, Food
and Environment

Date: 8.3.23

**FOR THE FEDERAL UNIVERSITY OF
SÃO CARLOS**



Prof. Ana Beatriz de Oliveira, Ph.D.
Rector Profa. Dra. Maria de Jesus Dutra dos Reis
Reitora em Exercício - UFSCar

Date: August 29, 2023