



**MEMORANDUM OF UNDERSTANDING
BETWEEN
KARLSRUHE INSTITUTE OF TECHNOLOGY (KIT)
AND
UNIVERSIDADE FEDERAL DE SÃO CARLOS (UFSCar)**

The Karlsruhe Institute of Technology (KIT) with principle office at *Kaiserstraße* 12, 76131 Karlsruhe, Germany, and the *Universidade Federal de São Carlos* (UFSCar) with principle office at *Rodovia* Washington Luís km 235, 13565-905 São Carlos, State of São Paulo, Brazil, desiring to establish collaborative relations between the two institutions to promote friendship and co-operate in mutually beneficial association have agreed that:

1. The two institutions shall encourage co-operation in some disciplines, which are studied and taught at both institutions, such as Materials Engineering.
2. The two institutions shall seek to promote:
 - Joint Research activities,
 - Exchange of information and materials that are of mutual interest,
 - Exchange between the two institutions of:
 - (i) Academic and administrative staff
 - (ii) Research staff
 - (iii) Visiting scholars
 - (iv) Students
 - (v) Other staff mutually agreed upon
 - Provision of briefing support by each institution for visitors from the other institution,
 - Other forms of co-operation which the two institutions may jointly arrange
3. The two institutions shall decide through consultation the specific areas and details of co-operation within the framework of this agreement, and shall consult from time to time at the request to either institution for the purpose of reviewing the operation of this agreement.
4. The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be agreed upon in writing by both parties separately and prior to the initiation of that activity. There is no obligation for any of the partners of this MoU to conclude any agreements whatsoever, and therefore not subject to any legal jurisdiction.
5. In principle, each institution bears its own costs and expenses, in particular those incurring in the initiation of specific activities (according to section 2) and the negotiation of the corresponding written agreements. The bearing of such costs, which arise in the course of the implementation of the specific activities, shall be agreed upon separately in writing within the specific agreements by both parties prior to the initiation of that activity.
6. This MoU shall come into force upon signature thereof by both institutions and shall remain in force for a period of FIVE (5) years.
7. Either institution may terminate this MoU by giving SIX (6) months notice in writing to the other institution along with return receipt. Any specific agreements concerning projects, training, or exchanges that may have commenced at either institution before the date of termination may be completed between the two institutions.

8. The institutions shall confer concerning the renewal of this Memorandum of Understanding SIX (6) months prior to the date of expiration.
9. Nothing in this MoU shall be deemed to require a partner to breach any mandatory statutory law under which the Partner is operating. The provisions of this MoU shall be applied in accordance with the laws and regulations in force in each country.
10. Questions and disputes arising from the interpretation or execution of this MoU will be friendly settled by both institutions. In case an amicable solution is not possible, they shall jointly appoint a third party, natural person, to act as arbitrator.
11. This MoU can be signed, modified, or canceled in writing or in electronic form. Original signatures of this MoU or a modification are fax, PDF, image, or electronic signatures generated by an electronic signature service (e.g. DocuSign, AdobeSign). The same applies to any change of this requirement.
12. In case of conflict between the English and Portuguese version of this Memorandum of Understanding, the English version shall prevail.

For and on behalf of
Karlsruhe Institute of Technology

For and on behalf of
Universidade Federal de São Carlos

Legal Affairs

Rector

Legal Affairs

Date:

Date: July 30, 2024