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# VARIATION OF MEMORANDUM OF UNDERSTANDING

La Trobe University  
*Universidade Federal de São Carlos*

## Background

- A. On or about 19<sup>th</sup> of April 2017, the Parties entered into a Memorandum of Understanding to promote the co-operation and exploration of potential collaborations between the respective parties, (“the Original MOU”) for the period ending on 18<sup>th</sup> of April 2019.
- B. Following recent discussions on this matter, the Parties have mutually agreed to terminate this Original MOU and to do all things reasonably necessary to give effect to this termination.
- C. The Parties have subsequently agreed to engage in a new program of co-operation from the Commencement Date of this Memorandum of Understanding upon the terms and conditions as set out below.

### DETAILS:

<b>Education Partner’s address for notices</b>	Attention: Address, Street:  Email:	Maria Estela Antonioli Pisani Canevarolo <i>Universidade Federal de São Carlos,</i> <i>Rodovia Washington Luís, km 235</i> São Carlos - SP, 13565-905, Brazil <a href="mailto:estela-srinter@ufscar.br">estela-srinter@ufscar.br</a> <a href="mailto:srinter@ufscar.br">srinter@ufscar.br</a>
<b>University’s address for notices</b>	Attention: Address:  Fax: Email:	Kelly Smith La Trobe University, Plenty Rd & Kingsbury Dr, Bundoora Victoria 3086, Australia +61 3 9479 3660 <a href="mailto:kelly.smith@latrobe.edu.au">kelly.smith@latrobe.edu.au</a>
<b>Education Partner’s representative</b>	Name: Title: Phone: Email:	Wanda Aparecida Machado Hoffmann Rector +55 16 3351 8374 / +55 16 3351 8101 <a href="mailto:reitora@ufscar.br">reitora@ufscar.br</a>
<b>University’s representative</b>	Name: Title:  Phone: Email:	Kelly Smith Pro Vice Chancellor – International La Trobe International   La Trobe University +61 3 9479 3660 <a href="mailto:kelly.smith@latrobe.edu.au">kelly.smith@latrobe.edu.au</a>
<b>Commencement Date</b>		The date on which the last party signs this MOU
<b>Term</b>		5 Years

# MEMORANDUM OF UNDERSTANDING

## 1. Interpretation

1.1 In this MOU unless the contrary intention appears:

**Party or Parties** means a party or parties to this MOU

**Education Partner Representative** means the person so specified in the Details or otherwise notified by the Education Partner from time to time

**Commencement Date** means the date so specified in the Details

**Term** means the term so specified in the Details

**University Representative** means the person so specified in the Details or otherwise notified by the University from time to time.

## 2. Commencement and Duration

2.1 This MOU shall take effect on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with the provisions of clause 6.1.

## 3. Program of Cooperation and Supplementary Agreements

3.1 The Parties agree to co-operate in the development of mutually beneficial agreements in all appropriate and agreed academic areas of research and teaching, the development of new areas of research and teaching, and the sharing and dissemination of information and documentation in areas of mutual interest.

3.2 The Parties agree to facilitate exchange of and co-operation between the staff of both Parties in research, publication, teaching, supervision and examination of students, mounting of conferences and other areas of mutual interest.

3.3 The Parties agree to discuss the exchange of students wanting to visit and/or participate in the education programs of each Party.

3.4 Specific activities, staff and student exchanges, projects, programs, relevant funding, the marketing or promotion of this MOU and other matters relating to the implementation of this MOU shall be negotiated and dealt with in separate agreements.

## 4. Force of this Memorandum of Understanding

4.1 Unless specifically noted herein, this MOU is not intended to be of legal force and effect in any manner whatsoever.

4.2 This MOU shall not create a legal relationship between the Parties.

4.3 This MOU has been negotiated and executed by the Parties in English. Where a translation of this MOU is prepared in another language, both versions have the same legal effect. If, however, a dispute arises due to a difference between the two versions, the English language version of the MOU will prevail.

## 5. Confidentiality and Privacy

- 5.1 The Parties recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each Party covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of the other Party without first having obtained the prior written consent of the other Party.
- 5.2 The provisions of Clause 5.1 are intended to and shall be binding upon the Parties upon the signing of this MOU, and shall survive the termination of this MOU.

## 6. Termination

- 6.1 Either Party may terminate this MOU by written notice to the other Party, along with return receipt. A minimum period of (30) days' notice will be required from a Party wishing to terminate the MOU, or such shorter period as the Parties may agree upon in writing.
- 6.2 The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

## 7. Amendments

- 7.1 The Parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorized Representative(s) of each Party as set out in the Details.

## 8. Use of Name and Logo

- 8.1 No Party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of the other Party without first obtaining prior written consent from the other Party.
- 8.2 The provisions of this Clause 8.1 are intended to and shall be binding upon the Parties upon the signing of this MOU, and shall survive the termination of this MOU.

### EXECUTED BY THE PARTIES AS A MEMORANDUM OF UNDERSTANDING:

**SIGNED** for and on behalf of the **University** by  
an Authorised Signatory

Signature: .....

Name: Kelly Smith

Position: Pro Vice-Chancellor (International)

Date: .....

7 - May - 2019

**SIGNED** for and on behalf of the **Education Partner** by  
an Authorised Signatory

Signature: .....

Name: Prof. Dr. Walter Libardi  
Wanda Aparecida Machado Hoffmann

Position: Rector

Date: .....

24/07/2019