



UNIVERSIDAD
DE MÁLAGA

UFSCar
N.º: 065/2023
Processo: 23112.003613/2023-31



MEMORANDUM OF UNDERSTANDING

between

The *Universidad de Málaga*, Spain

and

The *Universidade Federal de São Carlos*, Brazil

This Memorandum of Understanding (MOU) is between:

The *Universidad de Málaga*, Spain, hereinafter referred to as UMA, a public education institution. It has its registered address at *Avda. Cervantes nº 2, 29071, Málaga (Spain)*. It is represented by Mr. José Ángel Narváez Bueno, appointed Rector of the University of Málaga, under the Decree 6/2020 of January 14 of the Government of Andalusia, holding the legal representation of the University, according to the art. 20.2 of the Organic Law of Universities 6/2001 of 21 December, and art. 27. 1º section h) of the Statute of the University of Málaga, approved by Decree 464/2019 of 14 May;

AND

The *Universidade Federal de São Carlos*, Brazil, hereafter referred to as UFSCar, public education institution duly constituted. It has its registered address on São Carlos campus, *Rodovia Washington Luís, km 235, 13565-905, São Carlos, State of São Paulo (Brazil)*. It is represented by Prof. Ana Beatriz de Oliveira, appointed Rector of the Federal University of São Carlos, under the Decree of January 14, 2021 of the President of the Federative Republic of Brazil, holding the legal representation of the University, according to the art. 27 of the Statutes of the Federal University of São Carlos, approved by Ordinance 984/2007 of 29 November of the Secretary of Higher Education of the Ministry of Education of Brazil, and art. 28, II and X, of the General Regulations of the Federal University of São Carlos, approved by Resolution 709/2012 of 2 January of the University Council of the Federal University of São Carlos;

The *Universidad de Málaga* and the *Universidade Federal de São Carlos*, recognising the benefits to their respective universities from the establishment of international links, conclude this Memorandum of Understanding (hereinafter: "MoU").

1. The purpose of this MoU is to develop academic and educational co-operation and to promote mutual understanding between the two parties.
2. Each party agrees to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.
 - 2.1) Exchange of academic, researchers and administrative staff
 - 2.2) Exchange of degree and postgraduate students
 - 2.3) Conducting collaborative research projects and training activities
 - 2.4) Joint supervision of doctoral theses
 - 2.5) Establishment of joint curricula
 - 2.6) Exchange of publications, academic materials and other information
 - 2.7) Joint projects of cultural nature, organization of international conferences, workshops and seminars
 - 2.8) Promoting any other co-operation of mutual interest.
3. The development and implementation of specific activities based on this MoU will be separately negotiated and agreed between the parties and will be subject to a separate written agreement. Each party agrees to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
4. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.



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5. Both parties agree that prior written approval is required before using the other party's name, logo, or other Intellectual Property rights in any advertising or associated publicity.
6. Should the collaborative research activities under this MoU result in any potential for intellectual property, each party shall seek an equitable and fair agreement as to ownership and other property interests that may arise.
7. This MoU may only be amended or modified by a written agreement signed by the representatives of each party.
8. This MoU shall be effective from the date of signature for an initial period of four years. Thereafter, it will be extended for a maximum period of four years if expressed by both parties before the initial validity period ends. Any party can terminate this MoU with a six-month advance notice along with return receipt.
9. Questions and disputes arising from the interpretation or execution of this MoU will be friendly settled by both Parties. In case an amicable solution is not possible, they shall jointly appoint a third party, natural person, to act as arbitrator.

And in proof of compliance, the parties subscribe the present cooperation agreement in copies in Spanish language and Portuguese language with the same content, leaving one of them in each language held by each of the parties.

Date: May 4, 2023

Date: April 14, 2023

UNIVERSIDAD DE MÁLAGA:

UNIVERSIDADE FEDERAL DE SÃO CARLOS:

**José Ángel Narváez Bueno, President
(Signature by proxy)**

Ana Beatriz de Oliveira, Rector

**Elidia Beatriz Blázquez Parra
Deputy Vice-Rector for International Mobility**