



MEMORANDUM OF UNDERSTANDING
CONCERNING THE ESTABLISHMENT OF ACADEMIC COOPERATION BETWEEN

the Federal University of São Carlos

and

George Mason University

This Memorandum of Understanding (“Agreement”), effective as of the last dated signature below (the “Effective Date”), is made by and between the Federal University of São Carlos (“UFSCar”), located at km 235 Washington Luís Highway, São Carlos, São Paulo 13565-905, Brazil, and George Mason University (“Mason”), an educational institution and agency of the Commonwealth of Virginia, located at 4400 University Drive, Fairfax, Virginia 22030-4444, USA. Mason and UFSCar are referred to individually as “Party” and collectively as “Parties.”

In order to realize a higher level of understanding between the United States and Brazil, UFSCar and Mason hereby agree to initiate academic cooperation between the two Parties.

1. **Purpose.** The purpose of this Agreement is to stimulate and to support educational intercultural activities and projects between UFSCar and Mason.
2. **Scope.** UFSCar and Mason agree to explore the possibility of collaborative endeavors in the following areas:
 - a. Promote institutional exchange by inviting faculty of the other Party to participate in a variety of teaching or research activities and professional development;
 - b. Exchange of undergraduate and graduate students;
 - c. Organize symposia, conferences, short courses, and meetings on research issues;
 - d. Carry out collaborative research and continuing education program;
 - e. Exchange information pertaining to developments in teaching, student development, and research at each institution; and
 - f. Explore degree opportunities that would enable UFSCar students to earn a Mason academic degree, and Mason students to earn a UFSCar academic degree; including degrees at the bachelor’s, master’s, and doctoral levels.
3. **Implementation.**
 - a. Specific collaborations shall be the subject of a separately negotiated agreement.
 - b. Such agreement shall specify necessary financial arrangements to support these activities. Neither party guarantees specific funding for the activities under this Agreement.
 - c. This Agreement and any supplemental agreements must comply with all Mason policies, as well as those of relevant accrediting agencies or government bodies.
4. **Coordinators.** Each Party shall designate a coordinator to oversee and facilitate the implementation of this Agreement.

Coordinator for UFSCar:

Márcio Weber Paixão
Head, International Relations Office
km 235 Washington Luís Highway, São Carlos, SP 13565-905, Brazil
Phone: +55 16 3351 8402
Email: scg-srinter@ufscar.br; srinter@ufscar.br

Coordinator for International Enrollment Partnerships at Mason:

Krista Uhrig
Program Operations Manager
4400 University Drive MSN 5A2, Fairfax, VA 22030, USA
Phone: +1-703-993-3107
Email: kuhrig@gmu.edu

5. **Future Cooperation.** Both Parties expect to continue discussions concerning possible future phases of their work together. This Agreement is entirely independent of future cooperation on subsequent phases, which will be separately evaluated and shall require separate agreements.
6. **Approval.** This Agreement is contingent upon the approval, if appropriate, of the Southern Association of Colleges and Schools' Commission on Colleges (SACSCOC) and/or the State Council of Higher Education for Virginia (SCHEV).
7. **Term and Termination.** This Agreement shall continue for three (3) years, at which time the Parties may negotiate a written renewal. Either Party may terminate this Agreement without cause upon providing written notice to the other Party no later than three (3) months prior to the date of termination along with return receipt.
8. **General.**
 - a. **Intellectual Property.** The Parties will ensure that intellectual property rights are fully addressed and agreed upon consistent with Mason policies and UFSCar policies, and existing laws and regulations, prior to the initiation of each academic collaborative activity.
 - b. **Export Control.** The Parties understand that activities under this Agreement may be subject to applicable export control laws. Each Party shall be responsible for compliance with such laws.
 - c. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written agreements. This Agreement can be modified or amended only by a writing signed by all of the Parties.
 - d. **Publicity.** Except as specifically provided for herein, neither Party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party. All requests for authorization must be received in writing by no later than ten (10) days in advance of the use date.
 - e. **Independent Contractors.** The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein,

nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Mason does not sponsor, endorse, or make any express or implied warranties for UFSCar.

- f. **Nondiscrimination.** Each Party agrees not to discriminate on any basis prohibited under their respective applicable laws and university policy.
- g. **Authorized Signatures.** The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- h. **Conflicts of Interest.** No Mason employee may receive compensation from UFSCar unless authorized by Mason in writing.
- i. **Sovereign Immunity.** Nothing in this agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- j. **Third-Party Beneficiaries.** No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.
- k. **FERPA.** To the extent that UFSCar will have access to data about Mason students which are considered "education records" under the Family Educational Rights and Privacy Act (FERPA), UFSCar acknowledges that for the purposes of this Agreement, UFSCar will be designated as a "school official" with "legitimate educational interests" in accessing the education records, as those terms have been defined under FERPA and its implementing regulations, and UFSCar agrees to abide by the limitations and requirements imposed on school officials. UFSCar will use the education records only for the purpose of fulfilling its duties under this Agreement for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by Mason.
- l. **Language.** This Agreement has been drawn up in English and Portuguese language, in two sets of originals. In case of discrepancy, the English version shall prevail.
- m. **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by internationally recognized overnight delivery service, or personally served upon the appropriate Party.

To:

International Enrollment Partnerships
George Mason University
4400 University Drive,
Fairfax, VA 22030, U.S.A.

To:

International Relations Office
Federal University of São Carlos
Rodovia Washington Luís, km 235,
São Carlos, SP 13565-905, Brazil

WITNESS the following signatures of the Parties:

FEDERAL UNIVERSITY OF SÃO CARLOS:


ANA BEATRIZ DE OLIVEIRA:214458668
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ANA BEATRIZ DE
OLIVEIRA:21445866838
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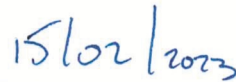
Ana Beatriz de Oliveira
Rector

Date

GEORGE MASON UNIVERSITY:



David Burge
Vice President, Division of Enrollment Management



Date