



TEXAS TECH™



**COLLABORATIVE AGREEMENT
BETWEEN
TEXAS TECH UNIVERSITY
AND
*UNIVERSIDADE FEDERAL DE SÃO CARLOS***

In view of the positive relationship between our institutions:

We agree to formally ratify ties.

We dedicate ourselves to a collaborative effort providing mutual benefit.

Background

Texas Tech University (“TTU”) and *Universidade Federal de São Carlos* (“UFSCar”) (collectively referred to as “the Parties” or the “Institutions”) desire to cooperate in programs of common interest and expertise. The Parties intend to negotiate and enter into specific agreements concerning exchange of students and faculty, collaborative creative activity and research, and other activities following the signing of this Agreement for Cooperation and Collaboration (“Agreement”).

Terms of Agreement

I. Definitions

- A. “Home Institution” is a Party to this Agreement that sends its faculty members and/or students to the other Party for the purposes of teaching, study, and/or creative activity and research.
- B. “Host Institution” is a Party to this Agreement that accepts the visiting faculty member(s) and/or student(s) from the other Party for teaching, study, creative activity, and/or research.
- C. “Participating Individuals” are those individuals nominated by the Home Institution who travel to the Host Institution.

II. Purpose of the Agreement:

- A. The primary objective of this Agreement is to set basic parameters for cooperative efforts between TTU and UFSCar to affect the academic interchange of faculty and students and academic and fundamental research information between the two Institutions through collaborative teaching, collaborative research proposals and projects, and international research workshops.
- B. The Parties agree that this Agreement will be incorporated by reference and will provide the foundation and framework for particular projects developed by academic and administrative units from the two Institutions, the terms of which will be negotiated at a later time and memorialized in written form. Nothing in this Agreement creates any financial obligations between the Parties. Rather, the Parties seek to foster genuine and mutually beneficial academic cooperation.

III. Commitment to Furthering Exchange Programs and Joint Research

- A. Each Party agrees to internally encourage the exchange of its research personnel and of scientific documents and materials with the other Party and to encourage teaching exchange programs with the other Party.
- B. To the extent permitted by applicable law, the costs of health, accident, repatriation, liability and/or any other applicable insurance will be borne by the Participating Individuals or by the Home Institution, unless otherwise negotiated and agreed upon in writing. The Home Institution will require that their personnel traveling abroad have medical and health insurance which meets the legal requirements of the Host Country.
- C. To facilitate cooperation, each Party appoints the following administrators to coordinate all aspects of any exchange: At TTU, the contact is Dr. Elizabeth Trejos-Castillo, Vice Provost for International Affairs, or her designee. At UFSCar, the contact officer will be Dr. Ducinei Garcia, Head of the International Relations Office, or her designee. If either contact designates coordinating authority, that Party will give notice of the designee in writing to the other Party.

IV. Program Review

- A. **Term.** This Agreement will commence on the date of last signature and will expire four years from that date.
- B. **Amendments.** All amendments to the Agreement during its term will take effect upon the written approval of both Parties. Only the original signatories or their successors or their designees may authorize an amendment.
- C. **Termination and Notice.** Either Party may terminate this Agreement earlier than its natural expiration upon 30 days prior written notice to the other Party, along with return receipt, at the following addresses:

Elizabeth Trejos-Castillo, Ph.D. Vice Provost for International Affairs TTU 601 Indiana Avenue Lubbock, TX 79409-5004 Phone: 806-742-7974 Fax: 806-742-1286 With a copy to TTU Contracting Procurement Services, Texas Tech University, Texas Tech Plaza, 1901 University Avenue, Suite 408 Lubbock, Texas 79411 contracting@ttu.edu	Ducinei Garcia, Ph.D. Head, International Relations Office UFSCar 235km Washington Luís Highway São Carlos, SP 13565-905 Brazil Phone: +55 16 3351 9580 / +55 16 3351 8402 With a copy to Division of International Cooperation Agreements, International Relations Office, <i>Universidade Federal de São Carlos</i> , São Carlos campus 235km Washington Luís Highway São Carlos, São Paulo 13565-905 Brazil convenios-srinter@ufscar.br ; srinter@ufscar.br
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V. General

- A. Neither Party will use the other Party's name, intellectual property (e.g., logos, trademarks) or any name that is likely to suggest that it is related to the other Party in any advertising, promotion or sales literature without first obtaining prior review and written consent of the other Party.
- B. Governing law:

1. The Parties acknowledge TTU is governed by United States and Texas law.

2. The Parties acknowledge UFSCar is governed by Brazilian law.
- C. **Representation.** The signatories to this Agreement warrant and represent that at the time of execution of this Agreement, he or she has the full authority to execute this Agreement for the Party on whose behalf he or she is signing.
- D. **Assignment:** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- E. **Force Majeure:** If the performance of obligations under this Agreement is rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either Party, then each Party's obligations to the other under this Agreement shall be excused and neither Party shall have any liability to the other under or in connection with those terms.
- F. **Not Exclusive:** The Parties acknowledge and agree that this Agreement is non-exclusive, and the Parties have the right to engage with other institutions in similar agreements.
- G. **Chapter 2260.** As applicable to this Agreement, UFSCar understands that TTU—as an agency of the State of Texas and as a requirement of Texas law which governs its existence—is required to have UFSCar avail itself of the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 to attempt to resolve any claim for breach of contract made by UFSCar against TTU which cannot be resolved in the ordinary course of business.
- H. **Misrepresentations.** Neither Party, nor their representatives and others acting on their behalf, shall make a substantial misrepresentation about the nature of its educational program, financial charges, employability of graduates, or its relationship with the U.S. Department of Education.
- I. **Compliance with Laws and Regulations.** The Parties agree that they will comply with all federal, state, or local laws or regulations applicable to their performance under the Agreement.
- J. **Texas Public Information Act.** Information, documentation, and other material submitted by UFSCar for and under this Agreement may be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552).
- K. **Limitations.** THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TTU TO ENTER INTO CERTAIN TERMS AND CONDITIONS, AND TERMS AND CONDITIONS RELATED TO SUCH LIMITATIONS WILL NOT BE BINDING ON TTU EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- L. **University Representation.** Pursuant to Executive Order No GA—48, UFSCar certifies that it, and, if applicable, its holding companies or subsidiaries, are not:
- i. Listed in Section 889 of the 2019 National Defense Authorization Act - (NDAA); or
 - ii. Listed in Section 1260H of the 2021 NDAA; or
 - iii. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - iv. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

The Agreement has been drafted in English, and the English version is the official version. In the event of a conflict between the English version and any translation of the Agreement, the English version shall govern.

[signature page follows]



TEXAS TECH UNIVERSITY



In witness thereof, the Parties hereto have caused this Agreement to be duly executed by its authorized officers as of the dates indicated below.

For Texas Tech University

For Universidade Federal de São Carlos

Ronald Hendrick

Ronald Hendrick (Sep 15, 2025 14:53:27 CDT)

Ronald Hendrick, Ph.D.,
Provost and Senior Vice President

Ana Beatriz de Oliveira

Ana Beatriz de Oliveira, Ph.D.,
Rector

09/15/2025

_____/_____/_____
Month/Day/Year

09/15/2025

_____/_____/_____
Month/Day/Year

Elizabeth Trejos-Castillo

Elizabeth Trejos-Castillo (Sep 15, 2025 13:56:34 CDT)

Elizabeth Trejos-Castillo, Ph.D.,
Vice Provost for International Affairs

09/15/2025

_____/_____/_____
Month/Day/Year

Jennifer Adling

Jennifer Adling (Sep 15, 2025 17:44:51 CDT)

Jennifer Adling,
Assistant Vice President and Chief Procurement Officer

09/15/2025

_____/_____/_____
Month/Day/Year

CONTACT INFORMATION

TEXAS TECH UNIVERSITY	<i>UNIVERSIDADE FEDERAL DE SÃO CARLOS</i>
College: Rawls College of Engineering	College: Center for Exact and Technology Sciences
Name: Adelia Aquino, Ph.D.	Name: Helder Vinícius Avanço Galeti, Ph.D.
Email: adelia.aquino@ttu.edu	Email: helder@ufscar.br
Department: Mechanical Engineering	Department: Electrical Engineering
<u>Office of International Affairs</u>	<u>Office of International Relations</u>
Name: Michael Q Johnson	Name: Ducinei Garcia, Ph.D.
Email: Michael.johnson@ttu.edu	Email: scg-srinter@ufscar.br ; srinter@ufscar.br
Associate Director for International Grants Administration and Partnerships	Head
24-hour emergency line <ul style="list-style-type: none">• 806-742-3931	