



MEMORANDUM OF UNDERSTANDING / AGREEMENT OF COOPERATION

BETWEEN

The Federal University of São Carlos, Brazil

AND

Erik Jonsson School of Engineering and Computer Scienceⁱ

The University of Texas at Dallas, U.S.A.

WHEREAS, The University of Texas at Dallas (UT Dallas), located at 800 W. Campbell Road, Richardson, Texas, 75080, U.S.A., through its legal representative, Dr. Inga H. Musselman, Vice President for Academic Affairs and Provost, hereby represents that

UT Dallas is a duly incorporated UNIVERSITY pursuant to the laws of the State of Texas, as evidenced in Chapter 70, Texas Education Code.

Its legal representative, Dr. Inga H. Musselman, Vice President for Academic Affairs and Provost, has all the necessary and sufficient powers to execute this Memorandum of Understanding / Agreement of Cooperation, on behalf of UT Dallas, as evidenced in the Texas Education Code Sections 65.31(g) and 65.34, and The University of Texas System Board of Regents Rules and Regulations, Rule 10501.

WHEREAS, the Federal University of São Carlos (UFSCar)ⁱⁱ, with registered offices at 235km Washington Luís Highway, São Carlos, São Paulo, 13565-905, Brazil, represented by its legal representative, Dr. Ana Beatriz de Oliveira, Rector, has all the necessary and sufficient powers to execute this Memorandum of Understanding / Agreement of Cooperation, on behalf of UFSCar, as evidenced in the Statute of the Federal University of São Carlos, Section 27, and the General Regulations of the Federal University of São Carlos, Section 28, II and X.

NOW THEREFORE UFSCar and UT Dallas, on behalf of the Erik Jonsson School of Engineering and Computer Science (ECS), enter into a(n) Memorandum of Understanding / Agreement of Cooperation to establish a program of exchange and collaboration in areas of benefit to both institutions.

I.

The purpose of the cooperation between UFSCar and UT Dallas ECS is as follows:

- To promote interest in teaching and research activities of the respective institutions, and
- To deepen the understanding of the economic, cultural, and social environment of the respective institutions.

II.

To achieve these goals, UFSCar and UT Dallas ECS will, insofar as the means of each allow:

- Promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of research activities and professional development;
- Organize symposia, conferences, short courses, and meetings on research issues;
- Carry out joint research programs in order to deepen the analysis and understanding of science and technology of the respective institutions; and

All international partnership proposals are subject to the review and approval of the International Education Development Committee (IEDC).



- Exchange information pertaining to developments in research at each institution.

III.

Each Party designates the following sponsors to serve as its primary contact and liaison to arrange the initial resources needed to facilitate the partnership; review, evaluate, report program activities, and address any concerns or disputes that may arise relating to the terms and conditions of the Memorandum / Agreement.

For UT Dallas: Jennifer Hilton Montero, Ph.D.,
Senior Director for International Initiatives,
International Center,
800 W. Campbell Rd. SSB 3.600,
Richardson, TX, 75080, U.S.A.,
Phone: +1 972-883-4336,
E-mail: jennifer.hiltonmontero@utdallas.edu
OR IPD@utdallas.edu

For UT Dallas ECS: Dr. Danieli Rodrigues, Associate Professor, Bioengineering,
Erik Jonsson School of Engineering and Computer Science,
800 W. Campbell Rd., BSB 11,
Richardson, TX 75080, U.S.A,
Phone: +1 972-883-4703,
E-mail: danieli@utdallas.edu

For UFSCar: Dr. Ducinei Garcia, Head of the International Relations Office,
International Relations Office,
235km Washington Luís Highway,
São Carlos, SP, 13565-905, Brazil.
Phone: + 55 16 3351 8639 OR + 55 16 3351 8402
E-mail: scg-srinter@ufscar.br OR srinter@ufscar.br

The sponsors, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

- To promote academic collaboration at faculty and both graduate and undergraduate student levels for research and study;
- To act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- To distribute to each institution information about the faculty, facilities, research, publications, library materials, and educational resources of the other institution; and
- To meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

This Memorandum / Agreement will be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendment of this Memorandum / Agreement will be effective unless in writing and signed by the Parties.

All international partnership proposals are subject to the review and approval of the International Education Development Committee (IEDC).



Further agreements concerning any program will provide details concerning the specific commitments made by each Party and will not become effective until they have been put down in writing and executed by the duly authorized representatives of the Parties. The scope of the activities under this cooperation will be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

This Memorandum / Agreement is not a contract. This Memorandum / Agreement serves only as a statement of the general intention of the Parties and is not intended to be legally binding nor to be construed as an agreement on any matters mentioned. No oral agreement or conduct of the Parties (including partial performance) in respect of matters stated in this Memorandum / Agreement shall be deemed to impose any obligation or liability on either Party.

This Memorandum / Agreement is not intended to constitute, create, give effect to, or otherwise form a joint venture, or other business entity of any kind. Neither Party shall act as an agent for, or partner of, the other Party. There are neither any rights nor obligations of the Parties established under this cooperation.

The Parties understand that they are proceeding at their own risk, and they understand that costs regarding the subject matter under this Memorandum / Agreement are to be paid for by the Party who incurs the cost. Nothing contained in this Memorandum / Agreement is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks or liabilities arising out of the other Parties efforts in connection with this Memorandum / Agreement.

VI.

Although the intention of this Memorandum / Agreement is to discuss and negotiate issues with respect to a possible definitive agreement between the Parties, the relationship is non-exclusive, and the Parties shall have the ability to form similar or different business relationships with other companies or entities of their choice.

VII.

All publications resulting from the collaboration between the two institutions must give recognition to the Memorandum / Agreement. Likewise, the Memorandum / Agreement must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof. The Parties shall include the following attribution in any such publication or presentation: "This work was supported primarily by the Memorandum / Agreement between The University of Texas at Dallas and the Federal University of São Carlos. Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect those of The University of Texas at Dallas and the Federal University of São Carlos."

Should any faculty collaboration result in any potential for intellectual property, the Parties will immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions will at all times strive to preserve a harmonious and continuing relationship between the Parties.



VIII.

The Parties agree to comply with all applicable federal, state, and municipal laws; ordinances, rules, and regulations; all applicable requirements of any accreditation authority, and to certify such compliance upon request. In the case of UT Dallas, these are the rules and guidelines of the Texas Higher Education Coordinating Board and the Southern Association of Colleges and Schools Commission on Colleges as well as the laws and regulations of the State of Texas and the United States of America. In the case of UFSCar, these are the laws, rules, and regulations of Brazil.

The Parties may be subject to the various privacy laws and agree that they will cooperate and provide all necessary assistance within the legal limits of each country in order to comply with these privacy laws. UFSCar acknowledges that UT Dallas must comply with the Family Educational Rights and Privacy Acts (FERPA). If Parties implement programs and/or activities that will require students' education records, the Parties must outline the terms of the disclosure of such records, including alignment with FERPA and indemnification due to the failure of compliance in a Program Agreement.

The Parties agree to preserve non-discriminatory behaviors. Also, the Parties agree to comply with all national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which Institution is subject.

This Memorandum / Agreement is based on the common trust and good faith of the Parties. In case of disputes, the Parties, through the sponsors designated in clause III of this Memorandum / Agreement, shall make a good faith effort to obtain an amicable resolution.

If this Memorandum / Agreement is signed in multiple languages, in case of conflict, the English version prevails. The partner institution is responsible for the accurate translation of the English version.

IX.

Either Party has the right, upon proper notice, to terminate its obligations under the Memorandum / Agreement for reasons of force majeure. "Force majeure" are circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the Memorandum / Agreement.

Neither Party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

The Parties intend to discuss with each other press releases in connection with this Memorandum / Agreement prior to publication of any press release.

X.

Upon approval by each institution, this Memorandum / Agreement will remain in effect for a period of five (5) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least six (6) months advance written notice of its intention to terminate. If such notice is given, this Memorandum / Agreement shall terminate: (a) at the end of such six (6) months; or (b) when all students enrolled in a course of study pursuant to a Program Agreement at the time such notice is given have completed their respective courses of study, whichever

All international partnership proposals are subject to the review and approval of the International Education Development Committee (IEDC).



event occurs last. Termination will be without penalty. If this Memorandum / Agreement is terminated, neither UFSCar nor UT Dallas will be liable to the other for any monetary or other losses which may result.

Notwithstanding the above, the period of this cooperation will, if necessary, be extended with consent in writing from the Parties.

IN WITNESS WHEREOF, the authorized representative(s) of both Parties have executed this Memorandum / Agreement.

THE UNIVERSITY OF TEXAS AT DALLAS

FEDERAL UNIVERSITY OF SÃO CARLOS

DocuSigned by:
by Stephanie Adams
65F2E74FAF2C49D...
(Signature)

Stephanie G. Adams
Dean
Erik Jonsson School of Engineering
and Computer Science
Date: April 28, 2025

DocuSigned by:
by Inga Musselman
DA6D94C2BE3B40B...
(Signature)

Inga H. Musselmanⁱⁱⁱ
Vice President for Academic Affairs and Provost
Date: April 28, 2025

by _____
(Signature)

Dr. Ana Beatriz de Oliveira
Rector
Date: May 8, 2025

ⁱ If school level partnership

ⁱⁱ It is recommended that shorthand reference to the entity's legal name be used to identify the entity that is entering into the agreement

ⁱⁱⁱ Consult IPD to determine UT Dallas signatories.