

ACTIVITY AGREEMENT
between
PURDUE UNIVERSITY
West Lafayette, Indiana, USA
and
THE FEDERAL UNIVERSITY OF SÃO CARLOS
São Carlos, São Paulo, Brazil

UFSCar
N.º: 152/2022
Processo: 23112.043095/2022-16

BACKGROUND

Purdue University (“Purdue”) and the Federal University of São Carlos on behalf of its Department of Chemical Engineering and Graduate Program in Chemical Engineering (“UFSCar”) establish this Activity Agreement (“Agreement”) to foster international cooperation in education and research.

1. Both parties will encourage the following activities to promote international academic cooperation:
 - a) Exchange of undergraduate and/or graduate students, so as to take part in research activities and/or do academic internship/practicum at the host institution;
 - b) Exchange of faculty, so as to give lectures and workshops, teach courses and/or carry out or participate in research activities at the host institution;
 - c) Joint supervision of doctoral (Ph.D.) dissertations/theses, by supervisors from each institution, by duly executing proper, distinct, separate agreements, referring to each dissertation/thesis and its respective doctoral (Ph.D.) student;
 - d) Joint development of research projects, for which work plans shall be timely attached hereto;
 - e) Sharing and exchange of scientific, technical and cultural information, as well as joint production of academic, scientific and technical publications.

THE AGREEMENT

2. **Period of Agreement.** This Agreement becomes effective on the date of the last signature and will remain in full force and effect for a period of five (5) years. Prior to the expiration date, the agreement may be reviewed for possible renewal for a further five (5) year period. In addition, either party terminate this agreement as indicated in Section 3 below.
3. **Termination**

This Agreement may be terminated prior to the Termination Date in any of the following ways:

- a) Termination by Agreement. The Parties may mutually agree to terminate this Agreement in writing, on the terms and dates stipulated therein.
- b) Early Termination. Either Party may terminate this Agreement at any time with or without cause by delivering written notice of termination to the other Party at least ninety (90) days prior to such early termination along with return receipt.
- c) Termination for Cause. Either Party may terminate this Agreement upon a material breach by the other Party which is not cured within thirty (30) days of written notice of such breach to the other Party. Any second or subsequent material breach within a particular one (1) year term, whether such breach is of the same kind or not, shall be grounds for immediate termination of this Agreement, unless such second or subsequent breach results from Force Majeure or an Act of God.
- d) Ongoing Obligations. Upon the termination of this Agreement, the provisions herein shall cease to be in force and effect, provided, however, that termination of this Agreement shall have no effect on the following obligation of either party: (i) obligations accruing prior to the date of termination; (ii) any student(s) who may be enrolled in an activity or agreement shall be permitted to complete said activity or agreement; and (iii) obligations, promises,

or covenants contained herein that are expressly made to extend beyond the term of this Agreement, including without limitation, confidentiality of information.

4. **Initiation of Activities.** It is expected that activities taking place under this Agreement will be initiated primarily by academic units and International Offices within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.
5. **Use of Name.** UFSCar will not use the name of Purdue University, nor of any member of Purdue University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue University. Purdue University will not use the name of UFSCar, or any employee of UFSCar, in any publicity, advertising, or news release without the prior written approval of UFSCar.
6. **Nondiscrimination.** Purdue University and UFSCar agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
7. **Prevailing Language.** Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.
8. **Modification.** The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
9. **Foreign Corrupt Practices Act.** Purdue University and UFSCar represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.
10. **Choice of Law and Dispute Resolution.** This Agreement and all amendments, modifications, alterations or supplements hereto and the rights of the parties under this Agreement shall be construed under and governed by the laws of the State of Indiana (without regard to conflicts of law rules) and the United States of America. In the event of any controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute (a "Dispute"), such Dispute shall be resolved as follows:
 - a) **Negotiation.** Any Dispute shall first be resolved through good faith negotiations between the parties. Toward this end, the parties shall use their best efforts to settle the Dispute by direct negotiations between their designated officers or representatives having appropriate settlement authority. If such officers or representatives cannot resolve the Dispute within thirty (30) days, then the matter shall be referred to Sponsor's most senior officer and Purdue's Vice President and Assistant Treasurer, who will meet to resolve the Dispute.
 - b) **Mediation.** In the event the dispute cannot be resolved through friendly negotiations within the time set forth above, the parties agree to submit the dispute to mediation under the International Centre for Dispute Resolution in accordance with its International Mediation

Rules, available at:

https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules.pdf.

The language of the mediation shall be English, with translators provided at the expense of the requesting party. The location of the mediation shall be New York, New York; provided, however, that if the International Centre for Dispute Resolution is able to conduct the mediation through teleconference, videoconference or other electronic means through which all parties can be heard simultaneously, then the mediation may be conducted electronically. The costs of the mediation and the mediator would be shared equally between the parties. Each side would be responsible for its own expenses in connection with travel to the location of the mediation, if any.

- c) **Arbitration.** In the event the parties have not resolved the dispute within sixty (60) days after service of a written demand for mediation, then the parties shall agree to submit the dispute to international arbitration under the International Centre for Dispute Resolution in accordance with its International Arbitration Rules available at:

https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules.pdf.

The language of the arbitration shall be English, with translators provided at the expense of the requesting party. The location of the arbitration shall be New York, New York, U.S.A. The costs of the arbitration and the arbitrators would be shared equally between the parties. Each side would be responsible for its own expenses in connection with travel to the location of the arbitration, if any. Except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties. Notwithstanding any language to the contrary in the contract, the parties hereby agree that a final award issued through arbitration may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"). Appeals must be initiated within thirty (30) days of receipt of a final award, as defined by rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the International Centre for Dispute Resolution. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

11. Implementation of Agreement.

- a) Responsibilities of Purdue are as follows:

1. Select Purdue students who apply for mobility to UFSCar hereunder based on their academic performance; however, the final acceptance of each selected applicant will be decided by UFSCar as host institution.
2. When required, provide UFSCar faculty with a formal invitation letter so as to enable their mobility to Purdue.
3. Provide students and faculty participating in the exchanges hereunder with relevant documents in order to obtain the necessary visa.
4. Help students and faculty elaborate individual study plans/learning agreements, internship/practicum projects or plans, research plans and/or, when needed, work plans to be executed during their respective exchange period hereunder.
5. Facilitate the access and use of its own facilities, equipment, laboratories and library materials by students and faculty participating in the exchanges hereunder, so as to enable the proper development of their respective activities.
6. Not assess academic fees (*e.g.*, registration fees, bench fees) for the mobility of UFSCar students and faculty hereunder.
7. Send to UFSCar's authorized office(s) document(s) attesting to the academic and scientific activities developed by each of its students during his/her respective exchange hereunder and, where applicable, informing also the result of the evaluation of his/her performance in such activities. Where necessary or requested, this provision may apply also to UFSCar faculty participating in the exchanges hereunder, to the extent possible.
8. Bear the costs of its own effective participation in the development of activities provided herein.

b) Responsibilities of UFSCar are as follows:

1. Select UFSCar students who apply for mobility to Purdue hereunder based on their academic performance; however, the final acceptance of each selected applicant will be decided by Purdue as host institution.
2. When required, provide Purdue faculty with a formal invitation letter so as to enable their mobility to UFSCar.
3. Provide students and faculty participating in the exchanges hereunder with relevant documents in order to obtain the necessary visa.
4. Help students and faculty elaborate individual study plans/learning agreements, internship/practicum projects or plans, research plans and/or, when needed, work plans to be executed during their respective exchange period hereunder.
5. Facilitate the access and use of its own facilities, equipment, laboratories and library materials by students and faculty participating in the exchanges hereunder, so as to enable the proper development of their respective activities.
6. Not assess academic fees (*e.g.*, registration fees, bench fees) for the mobility of Purdue students and faculty hereunder.
7. Send to Purdue's authorized office(s) document(s) attesting to the academic and scientific activities developed by each of its students during his/her respective exchange hereunder and, where applicable, informing also the result of the evaluation of his/her performance in such activities. Where necessary or requested, this provision may apply also to Purdue faculty participating in the exchanges hereunder, to the extent possible.
8. Bear the costs of its own effective participation in the development of activities provided herein.

c) Responsibilities of student/faculty are as follows:

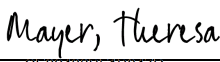
1. Purchase health, personal accident, civil liability, and medical and mortal remains repatriation insurances featuring coverage for the whole period of exchange hereunder before arriving in the country of the host institution. This coverage must meet U.S. Department of Homeland Security minimums.
2. Bear the costs for the participation in exchanges hereunder, *e.g.*, travels, housing, food, transportation, insurance, visa, and others.
3. Comply with not only the rules and regulations in force at the host institution when attending mobility there, but also with the immigration law of the country where said institution is situated.

12. **Designated Administrative Officials.** Each party shall designate a person or office to serve as liaison for implementing this Activity Agreement. For Purdue, the contact person will be Prof. Michael Ladisch, 225 S. University Street, West Lafayette, IN 47907, +1-765-494-7022, ladisch@purdue.edu. For UFSCar, the contact person will be Prof. Antonio José Gonçalves da Cruz, 235km Washington Luís Highway, 13565-905 São Carlos, State of São Paulo, Brazil, +55 16 3351 8002, +55 16 3351 8264, ajgcruz@ufscar.br.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers as indicated by their signatures below.

PURDUE UNIVERSITY

FEDERAL UNIVERSITY OF SÃO CARLOS

DocuSigned by:


Theresa Mayer, Executive Vice President for
 Research and Partnerships

Ana Beatriz de Oliveira, Rector

Date: 12/22/2022

Date: 12/28/2022