

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between Purdue University, West Lafayette, Indiana, U.S.A. and the Federal University of São Carlos, São Carlos, São Paulo, Brazil, each of which may also be referred to as a “Party” or collectively as the “Parties.”

WITNESSETH THAT:

WHEREAS, Purdue University and the Federal University of São Carlos desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

WHEREAS, Purdue University and the Federal University of São Carlos desire to strengthen and expand the mutual contacts between the two institutions; and

WHEREAS, Purdue University and the Federal University of São Carlos desire to provide for a variety of collaborative educational opportunities for faculty and students at the two institutions on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

I. Scope of MOU - This MOU shall commemorate the Parties’ intent to enter into collaborations including, but not limited to, the following:

- A) Exchange of faculty and research scholars
- B) Exchange of students
- C) Collaborative Research and Discovery, Learning and Teaching, and Engagement
- D) Technical Assistance
- E) Other mutually-agreed educational or research programs

Before implementing these activities, the Parties will discuss the opportunities and challenges presented and will thereafter enter into specific Activity Agreements based on the mutually agreed objectives and outcomes.

II. Period of MOU - This MOU shall be effective upon the date of final execution and will remain in force for a period of five years. This MOU may be renewed beyond five years by mutual written agreement. In addition, either Party may terminate this MOU by providing notice to the other Party in writing.

III. Activities Under This Agreement - It is expected that activities taking place under this MOU will be initiated primarily by academic units within each institution, 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. For Purdue University, faculty and student exchanges will follow university guidelines for faculty and student exchange.

IV. Planning and Management of Activities - Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each Party. Such agreements will specify the names of those individuals at each institution responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The Parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property, and other deliverables that Purdue University may be required to contribute. Therefore, Purdue University reserves the right to perform a separate risk assessment on the legal, tax, and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for Purdue University. Purdue University reserves the right to assign and/or subcontract any or all of its obligations under this MOU and/or any Activity Agreement to any of its subsidiaries or affiliates (including affiliates controlled but not owned by Purdue University or any trustees of Purdue University).

V. Funding of Activities - Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.

VI. Nondiscrimination - Purdue University and the Federal University of São Carlos agree that no person shall be excluded from participation under the terms of this MOU on the grounds of race, religion, color, sex, age,

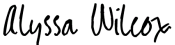
national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran.

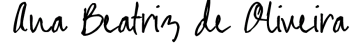
- VII. Use of Name** - The Federal University of São Carlos will not use the name of Purdue University, nor of any employee of Purdue University, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue University. Purdue University will not use the name of the Federal University of São Carlos, or any employee of the Federal University of São Carlos, in any publicity, advertising, or news release without the prior written approval of the Federal University of São Carlos.
- VIII. Modification** - The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the Parties.
- IX. Prevailing Language** - Should this MOU be executed in two languages, the English version 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.
- X. Non-Binding** - This MOU is non-binding and solely for the purpose of establishing a basis upon which Purdue University and the Federal University of São Carlos will continue discussions. Either Purdue University or the Federal University of São Carlos may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this MOU, the Parties may attempt to resolve such dispute through friendly negotiation, or either Party may elect to terminate the MOU pursuant to the previous provision. Upon termination, the Parties will have no further obligations hereunder.
- XI. Foreign Corrupt Practices Act** - Purdue University and the Federal University of São Carlos 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 MOU 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.

IN WITNESS WHEREOF, Purdue University and the Federal University of São Carlos have executed this MOU as of the date of the final signature below.

Signing for Purdue University

Signing for the Federal University of São Carlos

DocuSigned by:

 Alyssa M. Wilcox
 Senior Vice President for Partnerships
 Chief of Staff, Office of the President
 3/5/2024
 Date

DocuSigned by:

 Ana Beatriz de Oliveira
 Rector
 3/4/2024
 Date