

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT**, entered into this 24<sup>th</sup> day of October, 2022, by and between University of Chicago and the Federal University of São Carlos.

### WITNESSETH THAT:

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

**WHEREAS**, University of Chicago and the Federal University of São Carlos desire to strengthen and expand the mutual contacts between the two universities; and

**WHEREAS**, University of Chicago and the Federal University of São Carlos desire to provide for collaborative opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, it is mutually agreed as follows:


- I. Scope of Agreement** – This Agreement shall commemorate the parties' intent to enter into but not be limited to, collaboration regarding short and long-term faculty exchange. Before implementing any relevant 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 Agreement** – This Agreement shall be effective upon the date of final execution and will remain in force for a period of three years. Either university may terminate the agreement by providing notice to the other party in writing and receiving written acknowledgment of said notice from the other party.
- III. Activities Under This Agreement** – It is expected that activities taking place under this Agreement will be initiated primarily by academic units 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. For University of Chicago, 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 on each campus 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 either Party may be required to contribute. Therefore, University of Chicago 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 University of Chicago.
- 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** – University of Chicago and the Federal University of São Carlos 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.
- VII. Use of Name** – The Federal University of São Carlos will not use the name or logo of University of Chicago, nor of any member of University of Chicago's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University of Chicago. University of Chicago will not use the name or logo 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 Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
- IX. 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.
- X. Non-Binding** – Except with respect to Section VII (Use of Name) and Section XI (Compliance with Law), this Agreement is non-binding and solely for the purpose of establishing a basis upon which University of Chicago and the Federal University of São Carlos will continue discussions. Either University of Chicago 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 party and receiving written acknowledgment of said notice from the other party. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.
- XI. Compliance with Law** – The Parties will comply with all applicable laws and regulations in their respective countries when performing their obligations under this MOU, including applicable anti-bribery and corruption laws as well as export control laws.

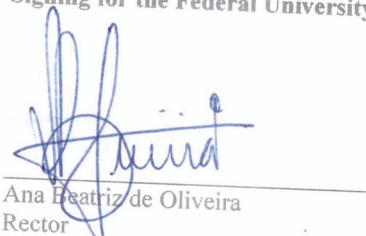
IN WITNESS WHEREOF, University of Chicago and the Federal University of São Carlos have executed this Agreement as of the date first above written.

Signing for University of Chicago

  
\_\_\_\_\_  
Ka Yee C. Lee  
Provost

October 24, 2022  
Date

Signing for the Federal University of São Carlos

  
\_\_\_\_\_  
Ana Beatriz de Oliveira  
Rector

October 4, 2022  
Date