

# University of Massachusetts Amherst



Memorandum of Agreement  
between

**FEDERAL UNIVERSITY OF SÃO CARLOS**  
São Carlos, São Paulo, Brazil

and

**UNIVERSITY OF MASSACHUSETTS AMHERST**  
Amherst, Massachusetts, USA

This Memorandum of Agreement (“Memorandum”) is entered to record an inter-institutional cooperative agreement between the Federal University of São Carlos (“UFSCar”) and the University of Massachusetts Amherst (“UMA”).

UFSCar and UMA desire, through a cooperative relationship, to enter the following academic and research collaboration:

## **I. PARTIES**

The Federal University of São Carlos is legally domiciled at 235km Washington Luís Highway, São Carlos, State of São Paulo 13565-905, Brazil. The University of Massachusetts Amherst has an address of 181 President’s Drive, Amherst, MA 01003-9313. UFSCar and UMA are collectively referred to herein as the “Parties” or “Universities.”

## **II. PURPOSE OF THE AGREEMENT**

Both Universities agree to discuss cooperation in joint educational programs and research projects. Under this Memorandum, both Universities will encourage direct contacts and cooperation between their faculty members, graduate students, departments, institutes, and academic planning staff. As per interest shown, **both Universities agree to explore the possibility of:**

1. Establishing mutually beneficial collaborative research projects between departments and individual faculty members.
2. Exchange of faculty and researchers for short- and long-term visits for the purpose of research, teaching, and the presentation of seminars.
3. Exchange of graduate and undergraduate students. (The exchange of graduate and/or undergraduate students will require a separate supplementary agreement, specifying the terms of exchange.)
4. Joint supervision of graduate research students between interested faculty members on both sides.
5. Other activities of mutual interest and benefit.

Arrangements for specific visits and other forms of academic cooperation will be developed jointly and will be agreed upon in writing for each specific case.

### **III. EXPORT CONTROL COMPLIANCE**

The Parties agree to comply with all U.S. laws and regulations relating to the transfer, export, or re-export of items and technical data, including, but not limited to, the Export Administration Regulations (EAR), 15 CFR Parts 730-774, and the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130. The Parties shall notify each other in writing prior to disclosure to the other Party of any technical data or other items subject to export controls. The Parties will reasonably cooperate with and support each other in obtaining the correct U.S. Export Control Classification Number (ECCN) or United States Munitions List (USML) category necessary to comply with export controls.

### **IV. EFFECT OF AGREEMENT**

This Memorandum will remain in effect for five (5) years at the end of which period the Memorandum will be reviewed by both Parties and may be renewed by mutual written consent. This Memorandum may be terminated by either Party with a six-month written notification of termination.

### **V. FINANCING**

This Memorandum does not create any financial commitments by or between UFSCar and UMA. Both Universities understand that all of the above arrangements involve financial considerations and agree that all financial arrangements will be negotiated separately.

### **VI. NOTICE**

All notices and demands required or permitted under any provisions of this Memorandum shall be in writing and communicated electronically or mailed, postage prepaid, or delivered by overnight delivery service to the following addresses:

To UMA:

International Programs Office  
University of Massachusetts  
70 Butterfield Terrace  
Amherst, MA 01003-9242  
[ipopartnerships@umass.edu](mailto:ipopartnerships@umass.edu)

To UFSCar:

International Relations Office  
Federal University of São Carlos  
Rodovia Washington Luís, km 235  
São Carlos, SP 13565-905, Brazil  
[srinter@ufscar.br](mailto:srinter@ufscar.br)

### **VII. AMENDMENTS**

UFSCar and UMA agree that any matters not addressed in this Memorandum and any addenda or amendments to it must be in writing and approved by both Parties.

### **VIII. GOOD FAITH EFFORTS**

UFSCar and UMA agree to comply with the obligations enumerated in this Memorandum and to try, if possible, to resolve any problems that may arise in the execution of this Memorandum through direct engagement.

### **IX. FORCE MAJEURE**

Neither Party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to force majeure,

it becomes impossible to implement the obligations set forth in this Memorandum, it shall be suspended temporarily until the disadvantages are overcome.

**X. ENTIRE AGREEMENT**

This Memorandum and amendments (if any) constitute the entire agreement between UFSCar and UMA, and supersede all other promises, verbal or written agreements, negotiations, and prior understandings or representations of any kind relating to the subject matter of this agreement that precede the date of this Memorandum.

**XI. REPRESENTATION**

Both Parties represent and warrant that the signatories below have the power and authority to enter into this Memorandum.

**Signed by:**

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*Michael Malone*  
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Michael Malone  
Interim Provost and Senior Vice Chancellor for Academic Affairs  
University of Massachusetts Amherst  
1/24/2024

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Ana Beatriz de Oliveira  
Rector  
Federal University of São Carlos

**Date:** \_\_\_\_\_