



## MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding between the Federal University of São Carlos (Brazil) and West Virginia University Board of Governors on behalf of West Virginia University (United States) for the promotion of academic, scientific, technical and cultural cooperation.**

The Federal University of São Carlos, with registered offices on São Carlos campus, at *Rodovia Washington Luís*, km 235, in São Carlos, in the State of São Paulo, Brazil, represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., and West Virginia University Board of Governors on behalf of West Virginia University, with registered offices at the Office of Global Affairs, at 200 Purinton House 1505 University Avenue Morgantown, West Virginia 26506-6313, United States represented herein by its interim Provost and Vice President for Academic Affairs, Mr. Paul Kreider,

**WHEREAS** both Institutions are interested in the development of Higher Education, scientific knowledge and research, and technology,

**WHEREAS** they wish to formally establish an institutional relationship between them, aiming to promote their continuous strengthening, enhancement and advancement by jointly developing academic, scientific, technical and cultural activities,

**ENTER INTO THIS MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as “MOU”, which will be governed by the following terms and conditions:

**SECTION 1:** The objectives of this MOU are as follows:

- I. To establish an institutional relationship between the Parties, so as to enable the joint development of training, research, technical and cultural programs, projects and activities.
- II. To stipulate the methods and means to carry out such programs, projects and activities, especially the development of research, training activities and academic exchanges.

**SECTION 2:** The accomplishment of the objectives hereof may consist in the following forms of cooperation:

- I. Joint development of research programs, projects and activities in equivalent, similar or matching research areas between the Parties, as well as regarding scientific topics of their mutual interest.

- II. Exchange of faculty members, researchers, students, and technical and administrative staff to participate in training activities, internships, visits and other activities of academic, scientific and technical improvement.
- III. Assignment and exchange of scientific, technical and cultural information, as well as joint production of publications.
- IV. Co-organization of academic, scientific and cultural events, *e.g.*, conferences, symposia, seminars and colloquia.
- V. Other academic, scientific and cultural programs, projects and activities that the Parties may mutually wish to develop, in accord with their respective institutional purposes.

**SECTION 3:** Subject to availability of funds, the development of programs, projects and activities listed in the previous section will be formalized by means of the execution of addenda or annexes to this MOU or specific cooperation agreements that shall explicitly mention it.

Such addenda, annexes and specific cooperation agreements shall set forth the following: purpose and/or objectives of the specific program, project or activity; rights and responsibilities of both Parties; financial resources for the development of the respective object; duration of the corresponding agreement, as well as procedures to amend and terminate it; settlement of disputes; other appropriate, relevant terms and conditions regarding the respective purpose, *e.g.*, specific steps or forms to pursue it, and provisions on intellectual property rights, confidentiality of information and publications.

**SECTION 4:** Participation in any program, project or activity under this MOU does not generate any formal employer-employee relationship between any person from either Party and the other Party.

**SECTION 5:** Unless otherwise agreed in an amendment hereto, this MOU does not create any financial obligation from either Party to the other. Each Party shall bear the costs of its own effective participation in the development hereof.

The Parties may carry out programs, projects and activities hereunder using funds granted from agencies and organizations devoted to funding research and development, as well as from companies and other private and public institutions.

**SECTION 6:** This MOU is valid as from the date of the last signature by both Parties and will remain in force for five (5) years. The duration hereof may be extended by means of a duly signed amendment.

**SECTION 7:** Any amendment hereto shall be agreed in writing and signed by the authorized representatives of both Parties.

**SECTION 8:** Any Party can terminate this MOU at any time by giving the other Party a reasoned termination notice in writing at least three (3) months in advance, along with return receipt. In the event of termination hereof, eventually ongoing activities will be duly concluded.

**SECTION 9:** Questions and disputes arising from the interpretation or execution of this MOU will be friendly settled by both Parties. In the event of a dispute related to the implementation of this Agreement, or in the event of a breach of this Agreement, a mediation committee composed of at least one (1) representative of each Party will be set up and will attempt to resolve the dispute. Recourse to a court of justice will be made only as a last resort, after having exhausted all other means.

**SECTION 10:** Neither Party shall use the name or logo of the other Party or their trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that Party. Requests to use WVU's name or logo should be sent to the Director of Brand and Trademark Licensing at [trademarklicensing@mail.wvu.edu](mailto:trademarklicensing@mail.wvu.edu).

**SECTION 11:** The Parties shall comply with all applicable laws, rules, regulations, and ordinances including, but not limited to, export control regulations.

**SECTION 12:** The Parties agree that, as an essential proposition to any cooperative endeavor, all participants in activities created pursuant to this MOU will be selected with equal opportunity for all persons in accordance with the policies of each Party and without regard to the race, sex, age, national origin, religion, creed, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), color, sexual orientation, genetic information, gender identity, gender expression, or ancestry of participants or candidates for participation.

**SECTION 13:** This MOU contains the entire agreement of the Parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

**SECTION 14:** This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but which together shall constitute one (1) and the same instrument. Facsimile or scanned images of signatures upon this MOU shall be binding on the Party so signing as if an original signature and shall have the full force and effect thereof. Both Parties sign this MOU in four identical copies, two in Portuguese and two in English, to the same effect.

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURES TO FOLLOW ON NEXT PAGE.]**




**IN WITNESS WHEREOF**, the authorized Parties have hereunto set their hands and seals on the date written below.

  
\_\_\_\_\_  
São Carlos, São Paulo (Brazil), [date]

11 SET. 2025

Prof. Ana Beatriz de Oliveira, Ph.D.  
Rector  
Federal University of São Carlos

  
\_\_\_\_\_  
Morgantown, West Virginia (United States),  
[date]

WEST VIRGINIA UNIVERSITY BOARD OF  
GOVERNORS  
on behalf of WEST VIRGINIA UNIVERSITY,  
Michael T. Benson, D.Phil., President, by  
Paul Kreider  
Interim Provost and Vice President for  
Academic Affairs