

MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN MICHIGAN UNIVERSITY
AND
UNIVERSIDADE FEDERAL DE SÃO CARLOS

Western Michigan University (Kalamazoo, Michigan, United States of America) and *Universidade Federal de São Carlos* (São Carlos, São Paulo, Brazil) agree to establish a formal linkage to foster international cooperation in education and research for the benefit of both institutions and the students, faculty, and people they serve.

It is the intent of the two institutions to cooperate, within their respective legal and institutional requirements, strategic plans and goals, and availability of resources, to explore the following:

- ◆ The potential for joint projects, such as study abroad and transnational education programs;
- ◆ The exchange of faculty, staff, and/or students;
- ◆ The exchange of knowledge through teaching, materials, and other venues as appropriate;
- ◆ Other potential educational developments and ideas that would mutually benefit both institutions.

Before any of these activities can be implemented, it is mutually agreed that the details shall be worked out in specific activity agreements by both institutions that are acceptable to all regulatory authorities. Both parties agree to fully comply with any and all export control laws that may be applicable to the exchange and transmission of any data, equipment, information, technology or personnel in the pursuit of the aims outlined above.

Both institutions shall mutually explore various institutional, governmental, and private sources of funding to support the programs they contemplate. Any activity requiring resources from either university will be jointly discussed to assure that both parties agree to the financial arrangements prior to the start of that activity.

Both institutions agree that neither institution has the right to use either's name or logo in any way relative to any proposed program or activity without the other institution's prior written approval.

This is the entire agreement between the parties, and no other representations, promises or agreements, oral or otherwise, shall be in force or effect, unless both parties agree in writing otherwise subsequent to the date of this agreement. This agreement may be supplemented, amended, or revised only in writing by both parties.

This agreement is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process/research relationship.

Each institution shall designate a person or office to serve as liaison for implementing this agreement. For Western Michigan University, the contact person will be Dr. Paulo Zagalo-Melo, Associate Provost, Haenicke Institute for Global Education. For *Universidade Federal de São Carlos*, the contact person will be Mrs. Maria Estela Antonioli Pisani Canevarolo, Head, International Relations Office.


This agreement will be effective for five years as of the date of the last signature and should be reviewed every five years to evaluate progress. The agreement may be extended for additional five year periods upon the written consent of both parties.

This agreement may be terminated by either party with a minimum of 120 days written notice, along with return receipt. Activities in progress at the time of termination of this agreement shall be permitted to conclude as planned unless otherwise agreed.

Questions and controversies arising from the interpretation or development of this agreement will be friendly solved by the parties. In case a friendly solution is not possible or achieved, they may jointly appoint a third party, natural person, to act as arbitrator. This Section will not limit either party's ability to seek recourse in a court of law.

Western Michigan University

Signed:


Edward B. Montgomery
President

Date:

10/9/19

Universidade Federal de São Carlos

Signed:


Wanda Aparecida Machado Hoffmann
Rector

Date:

17/10/2019