



## **MEMORANDUM OF UNDERSTANDING AND COOPERATION**

**BETWEEN**

**THE UNIVERSIDADE FEDERAL DE UBERLÂNDIA**

**AND**

**CLEVELAND STATE UNIVERSITY**

The Universidade Federal de Uberlândia, a public foundation of higher education, member of the Indirect Federal Administration, instituted by the Decree n.º 762, on August 14th of 1969, altered by the law n.º 6.532, on May 14th of 1978, located at 2121 João Naves de Ávila Avenue, in the city of Uberlândia, UF Minas Gerais, Brazil, CNPJ/MF 25.648.3870001-18, represented by its Rector, Professor Dr. Valder Steffen Júnior, [REDACTED] hereafter referred to as "UFU", and Cleveland State University, Cleveland, Ohio, USA, hereinafter referred to as "CSU", agree to establish this Memorandum of Understanding and Cooperation (the "MOU") in order to promote international cooperation in higher education, research and innovation.

### **I. MOTIVATION**

The present Memorandum of Understanding is driven by the perspectives of internationalization and academic cooperation between the parties with a view to developing activities of common interest aimed at mutual benefits building on their solid academic and scientific experience.

### **II. PURPOSE OF MOU**

Both parties agree to establish and encourage mutually beneficial scientific, technological, educational and other relations which may entail the following types of activities:

- A. Student exchange and study abroad programs;
- B. Establishment of joint degree programs;
- C. Exchange of academic staff members for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
- D. Establishment of joint research programs;
- E. Collaboration on third party funded educational or economic assistance activities;
- F. Exchange of postgraduate students in respect of specific research projects or courses of interest and importance;
- G. Exchange of scientific and educational literature produced by either or both of the parties, as well as the exchange of materials on the most relevant and topical research by researchers at both CSU and UFU;
- H. Organization of conferences, seminars and symposia of mutual interest to the institutions.

### III. PROGRAM SPECIFIC AGREEMENTS

This MOU is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.

Before any of the activities referenced above in Section I may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Program Specific Agreement"). The term of such Program Specific Agreement shall not extend beyond five years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one year in length.

### IV. FUNDING

The parties agree that each activity undertaken pursuant to this MOU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOU.

### V. IMMIGRATION AND INSURANCE

The participants of the academic and scientific activities predicted in this MOU shall abide by the immigration requirements of the host institution's country and be responsible for their own passports and applicable visas, as well as obtain medical and hospital insurance with international coverage for stay abroad.

### VI. TERMS

This MOU shall become effective upon signature by both parties and shall continue for a period of five (5) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOU shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MOU periodically to evaluate the progress made in achieving mutual cooperation.

### VII. CONTENTIOUS ISSUES

The parties shall make every effort to find consensual solutions in the event of contentious issues that may arise in the execution and interpretation of this MOU. Should the divergences persist, the parties will appoint, by mutual consent, an arbitration panel to mediate and solve the issue.

### VIII. LIAISONS

Each party shall designate a person or officer to serve as liaison for the relationship established by this MOU.

UFU designates, as person in charge of this agreement, Rector, Professor Dr. Valder Steffen Júnior, who shall be responsible for it and for the relations with the CSU. Any replacement of the person in charge must be communicated promptly to the CSU in writing.

The CSU designates as contact person and person in charge of this agreement Prof. Jerzy T. Sawicki, Vice President for Research, who shall be responsible for it and for the relations with UFU. Any replacement of the person in charge must be communicated promptly to UFU in writing.

All communication and technical documentation concerning this memorandum shall be sent to the above-mentioned persons in charge, at the following addresses:

### IX. EQUAL OPPORTUNITY

Both parties subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability.

### X. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, is superseded by this MOU. This MOU may be amended only by means of a written instrument signed by authorized representatives of both parties.

**WHEREFORE** the parties to this agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

**Cleveland State University**

**The Universidade Federal de Uberlândia**

By:   
\_\_\_\_\_  
Ronald M. Berkman  
President

By:   
\_\_\_\_\_  
Prof. Valder Steffen Júnior  
Rector

Date: January 25, 2018

Date: February 5, 2018