

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING by and between the Instituto de Estudos Brasileiros of the UNIVERSIDADE DE SÃO PAULO (Brazil) and the BRIGHAM YOUNG UNIVERSITY (USA), which aims at promoting academic cooperation between the Parties.

The Instituto de Estudos Brasileiros of the UNIVERSIDADE DE SÃO PAULO (IEB-USP), located at Av. Prof. Mello Moraes travessa 8 / nº 140 Cidade Universitária, São Paulo, SP herein represented by its Dean, Profa. Dra. Maria Angela Faggin Pereira Leite and the BRIGHAM YOUNG UNIVERSITY (BYU), located at Brigham Young University Provo, UT 84602, herein represented by its International Vice President Sandra Rogers, based on the shared understanding that cooperation between both institutions will further research and other academic and cultural activities, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

SECTION 1 – PURPOSE

The Instituto de Estudos Brasileiros of the UNIVERSIDADE DE SÃO PAULO (IEB-USP) and the BRIGHAM YOUNG UNIVERSITY (BYU) agree to promote academic cooperation between both institutions, in the areas of mutual interest, by means of:

1. exchange of teaching staff and researchers;
2. joint development of research projects;
3. joint organization of scientific and cultural events;
4. interchange of information and of academic publications;
5. exchange of students;
6. exchange of members of their technical and administrative staffs;
7. shared courses and subjects.

Nothing in this agreement shall be construed as creating any legal or financial relationship between the two parties. This agreement is meant to be merely a statement of intent to foster the possibility of genuine and mutually beneficial academic collaboration.

SECTION 2 – IMPLEMENTATION

For the purpose of implementing each specific cooperation activity, both institutions shall prepare a work program describing the forms, the means and the respective responsibilities,

which shall thereupon be the object of a Specific Agreement, to be executed by the concerned parties.

SECTION 3 – FUNDING

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.

SECTION 4 – REQUIREMENTS

The scholars and students taking part in the cooperation programs hereunder shall comply with the immigration requirements of the country of the host university, and shall contract an international medical and hospital insurance covering the stay abroad.

SECTION 5 – ACADEMIC FEES

The exchange students involved in exchange programs shall pay such academic fees, if any, at their home institution.

SECTION 6 – EFFECTIVE TERM

This Memorandum of Understanding shall become effective on the date of its execution and shall remain effective for a period of **five years**. Upon the completion of this term, the Memorandum of Understanding may be renewed, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement.

SECTION 7 - AMENDMENTS

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory parties.

SECTION 8 – COORDINATION

As coordinators for this Memorandum of Understanding, the following are appointed: on behalf of Instituto de Estudos Brasileiros (IEB-USP), Prof. Dr. Marcos Antonio de Moraes; and on behalf of BRIGHAM YOUNG UNIVERSITY (BYU), Professor Christopher C. Lund.

SECTION 9 – TERMINATION

This Memorandum of Understanding may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for the closing of each one of the programs affected by the termination, provided however that


the activities in course at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

SECTION 10 – SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under the performance or in the construction of this Memorandum of Understanding, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party natural person, to act as mediator.

And having thus agreed and covenanted, the parties execute this Memorandum of Understanding in two (2) identical counterparts in each version, in English and in Portuguese, to one and same effect.


**Instituto de Estudos Brasileiros of
UNIVERSIDADE DE SÃO PAULO
(IEB-USP)**



Prof. Dra. Maria Angela Faggin Pereira
Leite
(Dean)

Date: 8-1-2014

BRIGHAM YOUNG UNIVERSITY (BYU)



Professor Sandra Rogers
(International Vice President)

Date: 8 January 2014