

# MEMORANDUM OF UNDERSTANDING

between

**AUBURN UNIVERSITY**

and

**FEDERAL UNIVERSITY OF LAVRAS**

By this Instrument and in accordance with the applicable laws, the College of Agriculture at AUBURN UNIVERSITY, whose administrative offices are in Auburn, Alabama, USA, hereafter **AUBURN UNIVERSITY**, herein represented by its Dean, Dr. WILLIAM BATCHELOR, and the **UNIVERSIDADE FEDERAL DE LAVRAS** (Federal University of Lavras), legal entity of public law, special government agency member of the Union Indirect Administration, created by Law No. 8956 of December 15, 1994, under the Ministry of Education, whose administrative offices are in the city of Lavras, Minas Gerais, Brazil, University Campus, CNPJ/MF under No. 22.078.679/0001-74, hereinafter **UFLA**, herein represented by its Director of the Office of International Affairs, Professor ANTONIO CHALFUN JÚNIOR, bearer of Identity No. CI M-6.159.680, CPF 73902209615, resident and domiciled in the city of Lavras, Minas Gerais, by act of delegation of powers, according to Ordinance No 795 of 11.26.2009, whose objectives are to develop cooperative relations on the basis of established contacts and mutual understandings, especially to develop academic and cultural interchange through mutual assistance in the areas of education and research, conclude this **Memorandum of Understanding**, which will be governed by the legislations related to the subject, as well by the terms and conditions stated below:

## **PART I**

### **Area of Cooperation**

The area of cooperation includes, subject to mutual consent and appropriate conditions, any program offered at either university and proposed by either as desirable, feasible, and contributory to the fostering and development of the cooperative relationship between the two universities.

## **PART II**

### **Commitments**

All understandings and assistance shall be subject to availability of funds and the specific approval of the signatory for **AUBURN UNIVERSITY** and of the signatory for **FEDERAL UNIVERSITY OF LAVRAS**, through such activities or programs as:



1. Exchange of faculty members and technical staff;
2. Exchange of students;
3. Conduct joint research activities;
4. Participation in seminars and academic meetings;
5. Special short-term academic programs;
6. Cultural exchange activities;
7. Joint participation in international training courses;
8. Provide for graduate and undergraduate coursework at **Auburn University**;
9. Provide opportunities for staff development for both universities by participation in sabbatical leave and other personnel development programs;
10. Engage in consultancies;
11. Other activities as deemed mutually appropriate.

It is understood that each institution will enter into specific program by program written agreements as required for compliance with the respective immigration regulations of the parties involved. Each university will designate a Liaison/Contact Officer to develop specific activities or programs for approval of the respective parties.

### **PART III** **Coordination**

In order to promote closer coordination between the participants, each institution will appoint a representative to watch and continuously monitor the actions under this Memorandum of Understanding as well as efforts to overcome differences which may arise.

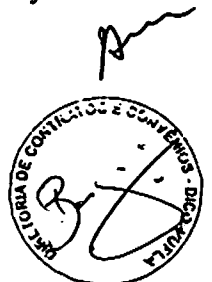
### **PART IV** **Effective Date and Length of Agreement**

This agreement will remain in force for a period of five years subject to the availability of funds, and any amendment and/or modification of this agreement requires an addendum, that shall be appended hereto. After the initial five-year period, this agreement may be renewed by addendum, within, at least, 30 days before the expiration date.

Either party reserves the right to terminate this agreement upon six (6) months written notice to the other. Any individual activities to be continued will be specifically identified and provided for at the time of termination.

Each party shall be responsible for assuring full compliance by its participants with applicable laws and regulations, including insurance, of the respective nations.

Nothing contained herein or in the activities conducted hereunder shall constitute either party the agent, servant or employee of the other party, and each party shall be fully and solely responsible for its own actions and obligations.



**PART VI**  
**Financial Resources**

It is hereby agreed that this Letter of Intent does not involve financial commitments between the participants. The responsibility for the expenses related to activities eventually agreed between the participants will be undertaken within the budget availability of each participant and within the resources from another source obtained given the faithful fulfillment of this instrument, with no compensation of one or the other and without transferring financial resources.

**PART VII**  
**Publicity**

UFLA will undertake the publication of the extract of this instrument in the official journal (Diário Oficial da União), in accordance with the sole paragraph of art. 61 of Law No 8666/93, as well in its internal gazette.

AUBURN UNIVERSITY will give publicity to this Memorandum of Understanding according to the law of its country.

**PART VIII**  
**Dispute Settlement**

The parties shall endeavor to settle any dispute that arises by direct negotiation between them but if direct negotiation does not result in a resolution of the dispute, the Parties shall jointly appoint a third party natural person, to act as mediator.

Now, therefore, the Parties hereby acknowledge terms and conditions herein contained, by signing this instrument in 4 (four) counterparts of equal content and form in the English language and Portuguese language, with like effect as if executed in a single original document, in the presence of two witnesses below subscribed.

For The College of Agriculture,  
AUBURN UNIVERSITY



Dr. William Batchelor  
Dean

Date 3-20-2015

For The Federal University of Lavras



Dr. Antonio Chalfun Júnior  
Director of the Office of International Affairs

Date 4/3/15

Antonio Chalfun Júnior  
Director of International Affairs  
University of Lavras - UFLA



**ADMINISTRATIVE AND EMERGENCY CONTACT  
INFORMATION FOR THE AGREEMENT BETWEEN  
AUBURN UNIVERSITY AND FEDERAL UNIVERSITY OF LAVRAS**

**ADMINISTRATIVE CONTACT**  
(Person responsible for the general operation of this agreement)

	<b>Federal University of Lavras</b>	<b>Auburn University</b>
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email	dri@dri.ufla.br	jsm0010@auburn.edu

**EMERGENCY CONTACT**  
(First person to be contacted in the event of an emergency related to this agreement)

	<b>Federal University of Lavras</b>	<b>Auburn University</b>
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