

## INTERNATIONAL MEMORANDUM OF AGREEMENT

Between

**The University of Arizona**

and

**The State University Maranhão**

### I. GENERAL

#### A. Parties to the Agreement

This International Memorandum of Agreement (“Agreement”) is entered into by The Arizona Board of Regents on behalf of The University of Arizona, Tucson, Arizona, USA (hereinafter “The University of Arizona”) and Universidade Estadual do Maranhão, Maranhão, Brazil (hereinafter “Universidade Estadual do Maranhão”). The two institutions shall be referred to individually as –Participating Institution‖ and collectively as the –Participating Institutions‖ in this Agreement.

#### B. Purpose of the Agreement

The Participating Institutions, with approval of their responsible authorities, are entering into this Agreement to facilitate and enhance cooperation in research and academics in areas of mutual interest, through the modes of collaboration set forth below.

#### C. Modes of Collaboration

The Participating Institutions will endeavor to promote their partnership through a broad range of strategies, which may include faculty, staff, and scholar exchanges, student exchanges, hosting student interns for academic purposes, developing study abroad programs, designing collaborative research projects, developing formal proposals for funding such research in accordance with all applicable policies, and/or other collaborations. The programs the Participating Institutions are agreeing to shall be further detailed in Appendix A and incorporated herein.

## II. TERMS OF THE AGREEMENT

#### A. Areas of Initial Concentration

The Participating Institutions agree to develop collaborative programs in areas of mutual interest and will initially focus on implementing collaborative fundamental research through faculty and scholar exchanges in multidisciplinary areas.

## **B. Activities in Support of Collaboration**

The Participating Institutions recognize the importance of certain ancillary activities in support of these primary areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. the regular exchange of relevant publications and publicly available information generated by the Participating Institutions; and
2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

## **III. ADMINISTRATIVE GUIDELINES**

### **A. Implementation of this Agreement**

1. It is the intent of the Participating Institutions that the general provisions of this Agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such specific programs will be detailed in the appropriate standalone implementing agreement(s) or appendices to this Agreement, as approved in writing by the designated officials of both Participating Institutions. No implementing agreement or appendix will amend or contradict the provisions of this Agreement. Implementing agreement(s) and appendices for all specific programs must include provisions for insurance coverage for the respective parties, including liability coverage for acts and omissions of each Participating Institution's officers, agents, and/or employees.

Implementing agreement(s) and appendices for faculty, staff, and/or scholar exchanges and collaborative research programs must also include specific provisions concerning, but not limited to, publication, conflict of interest, data use and privacy requirements, and any Intellectual Property ("IP") that may result from the program(s), and requirements that all research must be conducted in accordance with all applicable laws, regulations, policies, and procedures of both Participating Institutions.

2. Nothing in this Agreement shall be interpreted as constraining the development of existing or future programs by each Participating Institution that are not specifically mentioned in this Agreement.

### **B. Responsible Administrative Personnel**

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Agreement by the Rector magnificus of Universidade Estadual do Maranhão, or by his/her designated operational units, and by the Senior Vice President for Academic Affairs and Provost of The University of Arizona, or his/her designated operational units, respectively.

2. The designated operational units of the Participating Institutions, for purposes of developing and implementing the terms of this Agreement are:

For Universidade Estadual do Maranhão – Superintendence of International Relations and  
For The University of Arizona - School of Animal and Comparative Biomedical Sciences.

3. Either Participating Institution may change its designated operational unit by written notification to the other Participating Institution.

### **C. Travel and Safety**

1. The Participating Institutions each acknowledge and agree that they have emergency response plans to address emergencies, including, but not limited to, natural disasters and political unrest. Each Participating Institution agrees to provide the other with information on the emergency response plan upon request.
2. The University of Arizona will evaluate potential risks for the countries to which its employees or students may be proposing travel and may determine, based on U.S. Department of State Travel Advisories and other travel advisory sources, and in its sole discretion, that travel to a particular country or area is not advisable at that time.
3. If a University of Arizona employee or student is already present in a location where The University of Arizona determines there to be an elevated risk, the traveler must consult with The University of Arizona to re-assess the safety of their continued presence in the location. If The University of Arizona deems the risk to be extreme, the employee or student may be evacuated back to their home country or to a safer location.

### **D. Other Provisions**

1. This Agreement is written in the English language. Any translation will be substantially equivalent in establishing the mutual obligations of the Participating Institutions. Notwithstanding the above, the original English language version will govern in the event of a conflict between the English language version and the translation.
2. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Participating Institutions. In such an event, the Participating Institution making such a decision shall provide as much advance written notice as possible to the other of any such decision, but in no event less than 30 days of notice.
3. This Agreement is effective for a term (the “Term”) of five (5) years from the date of joint signing (the “Effective Date”), unless terminated earlier in accordance with Section III.D.4 below. At the end of the Term, the Participating Institutions may choose to renew based on a mutually agreed-to assessment of the program.
4. This Agreement may be terminated by either Participating Institution upon written notice given at least ninety (90) days before the end of the other Participating Institution’s

current academic year, to be effective as of the end of that academic year. In the event of such termination, any students, faculty, or scholars currently participating in an exchange pursuant to this Agreement shall retain their then-current status until the end of their program or the end of the current academic year, whichever is sooner.

## IV. LEGAL PROVISIONS

### A. Conflict of Interest

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511 regarding Conflict of Interest if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the University of Arizona becomes an employee in any capacity of the other Participating Institution or a consultant to the other Participating Institution with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.

### B. Non-Appropriation

The Participating Institutions recognize that performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Notwithstanding the provisions of Section III. D. 4 above, should the Legislature fail to appropriate the necessary funds or if The University of Arizona's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University of Arizona agrees to notify the other Participating Institution as soon as reasonably possible after the unavailability of said funds comes to The University of Arizona's attention.

### C. Intellectual Property

1. No rights concerning existing IP are being conveyed under this Agreement. Any IP developed under any implementing agreement(s) shall be outlined in detail in the implementing agreement(s) or other separate written agreement between the Participating Institutions.
2. Neither Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of the other Participating Institution without express written approval.

### D. Disputes

The Participating Institutions shall make a good faith endeavor to settle amicably, through direct good-faith negotiations between them, any dispute, difference, controversy, or claim ("Dispute") arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims. In the event the Dispute cannot be settled amicably through direct

good-faith negotiations, the Dispute will be finally and conclusively settled by arbitration administered by the New York International Arbitration Center in accordance with its arbitration rules and each Participating Institution shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the Participating Institutions.

### **E. Equal Employment Opportunity and Non-Discrimination**

The University of Arizona is bound by applicable federal and state laws and regulations, as well as internal University of Arizona policy, governing equal employment opportunity and nondiscrimination. The Participating Institutions will treat all prospective and current students, faculty, and staff involved in the Program with dignity and civility, and not engage in harassment or discrimination in violation of applicable law or accreditation standards or policies against any individual on the basis of race, sex, religion, color, national or ethnic origin, age, disability, veteran status, genetic information, sexual orientation, or gender identity in administration of the Program, admissions policies, financial aid, or employment. The Participating Institutions will cooperate to accommodate student disabilities or special needs to the best of their abilities and in accordance with applicable law and accreditation standards and policies.

### **F. Export Controls**

Each Participating Institution shall comply with all applicable export control laws and economic sanctions programs. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S. economic sanctions laws with respect to the export (including a deemed export) or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.

### **G. Family Educational Rights and Privacy Act (FERPA)**

The Participating Institutions acknowledge that students participating in programs pursuant to this Agreement are enrolled or plan to be enrolled in both Participating Institutions for the purposes of this Agreement, and the Participating Institutions shall both provide such student information as is necessary for the purposes of the student's enrollment in the other Participating Institution, pursuant to 34 CFR §99.31(a)(2). The Participating Institutions acknowledge that any disclosure of student information is subject to compliance with all applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 CFR Part 99

## H. Notices and Communications

Any notices, reports, authorizations, or approvals concerning this Agreement will be in writing. Unless otherwise provided, all notices will be sufficient when delivered in person, or sent by facsimile, electronic mail, registered mail, or courier, to the person(s) designated below:

### For The University of Arizona:

#### Program Notices:

Arun Dhar, Professor  
School of Animal and Comparative  
Biomedical Sciences  
[adhar@arizona.edu](mailto:adhar@arizona.edu)

#### Agreement Notices :

[intl-partnerships@arizona.edu](mailto:intl-partnerships@arizona.edu)

### For Universidade Estadual do Maranhão:

#### Program Notices:

Thales Passos de Andrade, Professor  
Centro de Ciencias Agrarias  
[thalesandrade@professor.uema.br](mailto:thalesandrade@professor.uema.br)

#### Agreement Notices :

[sinternacionais@uema.br](mailto:sinternacionais@uema.br)

## I. Entire Agreement

This Agreement supersedes all prior agreements, understandings, customs, and practices between the Participating Institutions regarding the operation of the programs. This Agreement may be signed in counterparts, which together will constitute one agreement. If this Agreement is signed in counterparts, no signatory to this Agreement will be bound until both Participating Institutions have duly executed, or caused to be duly executed, a counterpart of this Agreement. Each Participating Institution may rely on facsimile or electronically transmitted signature pages as if such facsimile or electronically transmitted pages were originals.

## SIGNATURES

### For University of Arizona



Liesl Folks, PhD, MBA  
Senior Vice President for  
Academic Affairs and Provost

Date: 05/26/2023

### For State University of Maranhão

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Walter Canales Sant'ana, Dr.  
Rector magnificus

Date: \_\_\_\_\_

## **APPENDIX A: FACULTY/ STAFF/SCHOLAR EXCHANGE**

### **DEFINITIONS:**

In this Appendix, “Exchange” shall mean a program between the Participating Institutions where faculty, staff, and/or scholars of one Participating Institution interact and engage with the other Participating Institution, in person or otherwise, in accordance with the International Memorandum of Agreement (“IMO”) between the Participating Institutions. “Exchange Faculty, Staff, and/or Scholar” shall mean a faculty member with teaching responsibilities, a staff member without teaching responsibilities, and/or a scholar with research duties and without teaching responsibilities participating in the Exchange set forth in this Appendix and the IMO. “Home Institution” shall mean the Participating Institution where an Exchange Faculty, Staff, and/or Scholar is employed or otherwise originally associated with and “Host Institution” shall mean the Participating Institution that has agreed to receive the Exchange Faculty, Staff, and/or Scholar from the Home Institution.

### **EXCHANGE TERMS:**

Exchanges for short-term research and/or training purposes generally shall be conducted under the terms and conditions set out in this Appendix, unless otherwise mutually agreed upon in writing. The Exchange phase of this program is expected to be available when conditions for travel are favorable and as outlined below.

1. The Participating Institutions shall — for a duration to be determined on a case-by-case basis and after mutual agreement — invite Exchange Faculty, Staff, and/or Scholars for teaching and/or research visits. Exchange Faculty, Staff, and/or Scholars must demonstrate sufficient command of the language of instruction.
2. If and insofar as there are sufficient funds for these specific purposes at the disposal of the Participating Institutions, the travel expenses and living costs for Exchange Faculty, Staff, and/or scholars shall be borne by the Home Institution. Exchange Faculty, Staff, and/or Scholars shall be compensated entirely and solely by their respective Home Institutions. Availability of funding from the Host Institution(s) shall be determined at the time of invitation.
3. The Participating Institutions shall undertake efforts to raise funds from outside sources for the Exchange.
4. The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
5. Exchange Faculty, Staff, and/or Scholars and/or the Home Institution are solely responsible for providing sufficient medical insurance coverage for the Exchange Faculty,

Staff, and/or Scholar, in addition to any other insurance requirements set out in the IMOA for the duration of the entire Exchange as required by the Host Institution and Host Institution's country's laws, regulations, and/or requirements. The Host Institution shall have no responsibility or liability for providing health care services or health care insurance or any other insurance coverage for Exchange Faculty, Staff, and/or Scholars.

6. During the Exchange, Exchange Faculty, Staff, and/or Scholars shall be subject to the codes of conduct, training, policies, and procedures of the Host Institution and the laws and regulations of the Host Institution's country.

7. Exchange Faculty, Staff, and/or Scholars and or their Home Institution shall be solely responsible for obtaining any necessary visas and otherwise complying with all immigration laws, regulations, and other requirements of the country of the Host Institution. The Host Institution shall cooperate in such efforts but shall not have any responsibility to assure the granting of any immigration visas, permits or approvals.

8. Should any faculty, staff, and/or scholar collaboration result in any potential for Intellectual Property (IP), the Participating Institutions shall immediately meet through designated representatives and seek an equitable and fair understanding and agreement as to ownership of such IP and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Participating Institutions.