



**MEMORANDUM OF UNDERSTANDING BETWEEN
UNIVERSIDADE ESTADUAL DO CEARÁ AND
UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

The **UNIVERSIDADE ESTADUAL DO CEARÁ (FUNECE)**, legal public entity registered under the CPF/CNPJ nº. 07.885.809/0001-97, located at Dr. Silas Munguba Avenue, 1700, Itaperi, Zip Code 60.741-903, Fortaleza/CE – Brazil, in this act represent by its President, **Professor Dr. José Jackson Coelho Sampaio**, registered under RG 337261 SSP/CE, CPF 042732903-5; and **UNIVERSITY OF NORTH CAROLINA AT WILMINGTON (UNCW)**, located at 601 South College Road, Wilmington, NC, an agency of the State of North Carolina and a constituent institution of the University of North Carolina in the U.S.A., in this act represent by its President, **Chancellor Jose V. Sartarelli**, desiring to establish collaborative relations between the two institutions in order to promote friendship and to co-operate toward the internationalisation of higher education in a mutually beneficial association in general, and therefore, to develop academic and cultural exchange in education, research and other areas in particular, have agreed that:

1. The two institutions shall encourage co-operation in any discipline and programme offered at either university as well as further areas of co-operation, which are felt to promote the above-mentioned goals. However, any specific bilateral programme including joint degrees shall be subject to mutual consent, availability of funds and the approval of both universities. Such programmes may include:

- a) exchange of faculty members;
- b) direct enrolment of students;
- c) joint research or teaching projects;
- d) joint conferences;
- e) joint cultural programmes;
- f) other activities as mutually agreed.

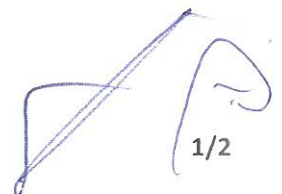
2. The general terms of mutual assistance and cooperation shall be discussed and agreed upon in writing by the responsible governing authority of each university prior to the initiation of any particular programme or activity. The writing referenced in this section and any other, including but not limited to writings referenced in Sections 3, 5, 6, 8, and 12 will only be effective if agreed to by an authorized representative with signature authority.

3. Details of any particular activity will be subject to a respective separate agreement that will be attached to this Memorandum of Understanding (hereinafter referred to as "MOU") as an annexure.

4. The two institutions and/or their respective departments concerned with the particular activity shall decide through consultation the specific areas and details of co-operation within the framework of the agreement, and shall consult from time to time at the request of either institution for the purpose of reviewing and evaluating the operation of the agreement.

5. The financial agreements involved in the implementation of this MOU and its appendices shall be settled through consultation between the responsible governing authorities of the two institutions in respect of each programme of co-operation and shall be fixed in writing.

6. This MOU shall become operational on the date of the last signature indicated in this document and shall remain valid for a period of five (5) years without extension. If desirable by both part, a new MOU could be signed by the same period.

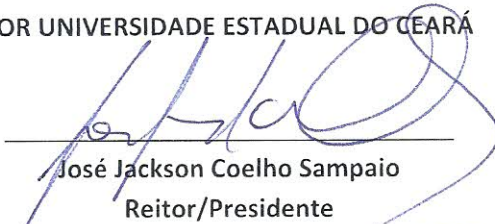


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7. However, either of the signing institutions may terminate the agreement in writing at least ten months prior to the beginning of an academic term/year. Any project and/or action that may have commenced at either institution before the date of such termination may be completed by special agreement between the two institutions. For conditions not covered by the MOU, its appendices or such termination agreement, or for problems that may arise during the course of the duration, both parties undertake to refrain from unilateral action and agree to consult each other and to negotiate mutually acceptable conditions.
8. This MOU may be amended or supplemented by written agreement between the two institutions. Each amendment and/or supplement will be appended as an Annexure.
9. Both universities will encourage direct contact and co-operation between their departments, institutes and research centres as well as faculty members subject to the provisions and regulations of this MOU.
10. The joint activities on the basis of this MOU will be administered through the International Offices of both universities in close coordination with the governing authorities where required and in close collaboration with the respectively relevant departments.
11. Both universities subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, color, sexual orientation, age, ethnicity, religion, national origin or disability.
12. Use of Trademarks, Logos, Names: Neither party shall identify the other in any promotional advertising or other promotional materials to be disseminated to the public or to use the name of either party's trademark, service mark, symbol, nickname or logo of either party, without the prior written consent of the other party's authorized representative, except to identify the existence of the agreement and the nature of the relationship [or the location of the Program].
13. Force Majeure Clause: In the event that the performance of the obligations under this agreement is prevented because of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God or natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

Fortaleza, 04 / DEZ / 2018


FOR UNIVERSIDADE ESTADUAL DO CEARÁ



José Jackson Coelho Sampaio
Reitor/Presidente

Dra. Roberta Nunes
OAB-SP Nº 179810
Procuradora Jurídica da FUNECEWILMINGTON, FEB / 13 / 19

FOR UNIVERSITY OF NORTH CAROLINA WILMINGTON



Jose V. Sartarelli, Ph.D.
Chancellor