

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**DUKE UNIVERSITY**

**(THROUGH DUKE BRAZIL INITIATIVE)**

**AND**

**UNIVERSIDADE FEDERAL RURAL DO RIO DE JANEIRO**

This Memorandum of Understanding ("MOU"), is entered into this 21<sup>st</sup> day of August, 2017 ("Effective Date") between Duke University, acting through its **DUKE BRAZIL INITIATIVE**, in Durham, North Carolina, U.S.A. ("Duke") and **UNIVERSIDADE FEDERAL RURAL DO RIO DE JANEIRO**, in Seropédica, Rio de Janeiro, Brazil ("UFRRJ"). Duke and UFRRJ are referred to herein as a "Party" or "Institution"

WHEREAS the Institutions wish to establish a cooperative relationship through mutual assistance in the areas of education and research, the Parties agree as follows:

**ARTICLE 1: SCOPE OF COLLABORATION**

1.1 *General Scope.* Each Institution may offer to the other opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.

1.2 *Specific Activities.* Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each Institution's authorized representatives. The Institutions contemplate implementation of programs or activities such as: (a) joint educational, cultural, and research activities; (b) exchange of faculty members and advanced graduate students for research, lectures, and discussions; (c) participation in seminars and academic meetings; (d) exchange of academic materials, publications, and other information; and (e) special, short-term academic programs.

1.3 *Separate Agreements.* Prior to initiating any specific activity or program, the Parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

**ARTICLE 2: RENEWAL, TERMINATION AND AMENDMENT**

2.1 *Duration.* This MOU shall remain in force for five years from the date of the last signature. Either Party may terminate this MOU by providing 60 days' advance written notice to the other Party.

2.2 *Extension and Renewal.* The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each Party's authorized signatory.

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2.3 *Amendment.* No amendment of the terms of this MOU will be effective unless made in writing and signed by each Party's authorized signatory.

ARTICLE 3: GENERAL MATTERS

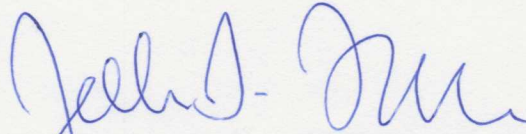
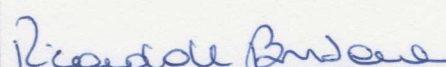
3.1 *Use of Names.* Neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 3.2 below.

3.2 *Notices.* The parties must give all notices under this MOU in writing via commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon evidence of delivery provided by the commercial overnight carrier.

<p>If to Duke:</p> <p>John D. French Co-coordinator, Duke Brazil Initiative Duke Brazil Initiative Smith Warehouse, Bay 5, B189 114 South Buchanan Blvd. Durham, NC 27701 USA</p>	<p>If to UFRRJ:</p> <p>Alexandre Fortes Pró-Reitor de Pesquisa e Pós-Graduação Universidade Federal Rural do Rio de Janeiro P-1, Sala 117 Rodovia BR 465, Km 07 Seropédica - RJ, 23890-000 Brazil</p>
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3.3 *Binding Obligations.* This MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation.

3.4 *Authorized Signatories.* Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

<p>DUKE</p>  <hr/> <p>Name: John D. French Title: Co-coordinator, Duke Brazil Initiative Date: 8/21/2017</p>	<p>UFRRJ</p>  <hr/> <p>Name: Ricardo Luis Louro Berbara Title: Reitor Date: 8/21/2017</p>
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