





Memorandum of Understanding Between The Trustees of the University of Pennsylvania, College of Arts and Sciences and the Universidade Federal da Bahia and the Universidade Federal do Recôncayo Baiano

In the spirit of intellectual cooperation and international understanding, the Trustees of the University of Pennsylvania, owner and operator of the College of Arts of Sciences, University of Pennsylvania, Philadelphia, PA (USA) (hereafter "PENN") and the Universidade Federal da Bahia and Universidade Federal do Recôncavo Baiano agree to establish a program of collaboration as described below.

- 1. The purposes of the cooperation are to promote cooperative research and to facilitate the international exchange of ideas. The major thrust of the research regarding which the parties will cooperate will be the proposed project "Africas and Americas: Education, Research and Antiracism" funded by CAPES Abdias Nascimento Academic Development Program (Public Call No. 16/2023) coordinated by Penn professors Roquinaldo Ferreira (Department of History) and Keisha-Khan Perry (Africana Studies). The modes of cooperation will include:
 - a. exchange of researchers and students to execute the research;
 - b. exchange of information and scholarly publication on the research; and
 - c. development and implementation of cooperative research programs.
- 2. To achieve the goals of this cooperation, both parties will, insofar as the means of each allow: a) promote institutional exchange by inviting faculty and researchers of the partner institution to participate in appropriate research activities; b) receive graduate students of the partner institution for period of study and/or research; c) organize symposia, conferences and meetings on research issues; d) carry out joint research programs; and e) exchange information pertaining to the agreed-upon research areas.

- 3. Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project must be discussed and agreed upon in writing by the appropriate responsible representatives of both institutions. No agreement is considered final until and unless both parties settle all relevant details to their mutual satisfaction.
- 4. Both parties understand that all financial arrangements for specific exchange activities must be mutually agreed upon and will depend on the availability of funds. In addition, the scope of the activities will be subject to funds available at the institutions for the type of collaboration undertaken and any financial assistance that may be obtained by either from external sources.
- 5. Each Party shall comply with any applicable international and local country anti-bribery and anti-corruption laws, decrees, and regulations. In all instances, visitors must conform to the rules and regulations of the host institution and are subject to US Export Control laws and regulations.
- 6. The parties agree not to use or otherwise disclose the other's Confidential Information, except (1) As necessary to carry out the responsibilities described in this Agreement; (2) As expressly permitted by the Disclosing Party in a separate writing; or (3) as required by law.
- 7. The protection and exploitation of any intellectual property arising out of a research project will be addressed in each individual project agreement.
- 8. Implementation of this Agreement will be coordinated by Professors Roquinaldo Ferreira and Keisha-Khan Perry of the University of Pennsylvania and Professor Wlamyra Ribeiro de Albuquerque of the Federal University of Bahia.
- 9. The parties agree that in the course of implementing this MOU, they will not engage in unlawful discrimination on the grounds of race, color, sex, sexual orientation, age, religion, national or ethnic origin, disability, or any other legally impermissible basis.
- 10. The University of Pennsylvania is committed to providing access and equal educational opportunities to all students, including students with disabilities. Penn does not discriminate against students with disabilities and provides access to all University-sponsored programs, benefits and activities through reasonable accommodation and program accessibility as

required under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended ("ADA").

- 11. Amendments to this MOU may be made at any time after consultation and agreement between the two universities. Any such amendment must be in writing and signed by both parties.
- 12. This MOU will remain in force for the period of five years from the date of signing. This agreement may be reviewed at any time and any modifications concerning the present agreement may be made only by mutual consent in writing between authorized representatives of the institutions. If either institution desires to terminate the agreement, it must inform the other in writing at least 6 months prior to the effective date of termination.
- 13. Neither party shall, without first obtaining the written consent of the other, advertise or otherwise use the other party's name or any of its logos, trademarks, or service marks in any publication, public relations communications, or other public communications.
- 14. This MOU shall not be construed as creating any legally binding rights or obligation on the part of either party and shall not be enforceable in law or equity in any court or tribunal for any purpose.

Duly authorized representatives of University of Pennsylvania, the Federal University of Bahiaand the Federal University of the Recôncavo Baiano have executed this agreement as of the date written.

HE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

By:_Beth S. Wenger(Name of Signatory)

Beth Sheng

Associate Dean for Graduate Studies University of Pennsylvania

Date: 8/30/2023

Dr. Paulo Cesar Miguez de Oliveira

(Name of Signatory)

Universidade de Federal Bahia

Date: 05/09/2023

Dr. Georgina Gonçalves dos Santos

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