

**Memorandum of Understanding on Higher Education, Science and
Research
Between
Brazilian Federal Agency for Support and Evaluation of Graduate
Education
(CAPES/MEC)
And
Historically Black Colleges and University – Brazil Alliance
(HBCU-Brazil Alliance)**

The Brazilian Federal Agency for Support and Evaluation of Graduate
Education
(CAPES)
And
The Historically Black Colleges and University – Brazil Alliance
(HBCU – Brazil Alliance)

(Hereinafter referred to as “the Parties”)

Considering the Agreement between the United States of America and the Federative Republic of Brazil relating to Cooperation in Science and Technology, signed in Brasília, on the 2nd of June, 1984;

Considering the Memorandum of Understanding in Education between the Government of the United States of America and the Federative Republic of Brazil, signed in Brasilia, on October 14, 1997;

Considering the Memorandum of Understanding on Education between the United States of America and the Federative Republic of Brazil, signed in Washington, on the 30th of March, 2007;

Considering the interest in deepening academic cooperation between Brazilian Institutions and American Institutions of higher education and science and technology centers in order to promote science and technology development in both countries;

Considering the advances made to promote racial and ethnic equality under the U.S.-Brazil Joint Action Plan to Eliminate Racial Discrimination and Promote Equality signed by the United States of America and the Federative Republic of Brazil on March 13, 2008.

The Parties agree to establish, by mutual agreement and in order to be mutually beneficial, this document:

ARTICLE I – OBJECTIVES

1. This MOU establishes the CAPES/HBCU-Brazil Alliance cooperative relationship in order to deepen the cooperation among a diverse group of academics and scientists (including African descendants, indigenous, and women) from Brazilian institutions and from the Historically Black Colleges and Universities.
2. The cooperation shall be promoted in areas that are mutually beneficial to the scientific communities of both countries.
3. The Parties agree to develop collaborative activities, including but not limited to the following:
 - a. Promote the exchange of students through the proposed establishment of a student exchange program;
 - b. Promote the exchange of programs in the areas of teacher training and educational technologies;
 - c. Promote the exchange of scientists and scholars;
 - d. Promote research in the education field and related areas;
 - e. Promote joint research projects;
 - f. Foster university cooperative relationships; and
 - g. Promote the development of seminars, workshops and conferences.

Other forms of cooperation will be determined through mutual consultation.

ARTICLE II – RESOURCES FACILITATION

Each Party will facilitate the afore-mentioned activities with the understanding that appropriate funding sources must first be identified before any commitments can be made.

PhD and Post-doctoral researchers taking part in activities within the scope of this Memorandum of Understanding (MOU) may be eligible for consideration for Scholarship funding.

Undergraduate students taking part in activities under the scope of this MOU may be eligible for consideration for Scholarship funding under the Science without Borders scholarship program. Any tuition fee discounts will require prior agreement with individual institutions.

ARTICLE III – REPRESENTATION

1. In order to coordinate the activities of this MOU, CAPES and the HBCU-Brazil Alliance will create a Steering Committee for the Program, composed of a principal and an alternate representative from CAPES and a principal and an alternate representative of the HBCU-Brazil Alliance.
2. It is the responsibility of the Steering Committee to facilitate the resolution of any technical, administrative, legal, regulatory or financial questions that may arise during the development of this MOU. Additionally; members of the Steering Committee will oversee the overall functioning of this cooperative relationships, having primary responsibility to represent their respective institutions and to seek prior approval from their supervisors in accordance with proper protocols within their respecting employing institutions.

ARTICLE IV – LEGISLATION

This MoU will be subjected to the laws and regulations in force in Brazil and in the United States of America.

ARTICLE V – INTELLECTUAL PROPERTY

Regarding Intellectual Property, this MoU will be implemented under relevant American and Brazilian laws.

ARTICLE VI – TERM

The term of this MOU shall be April 9, 2012 through April 8, 2017. The MOU may be renewed by mutual written consent of the parties for another five years term.

ARTICLE VII – MODIFICATIONS

By mutual written agreement, the parties may amend this agreement.

ARTICLE VIII – TERMINATION

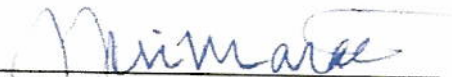
1. This MOU may be terminated by either party upon providing the other party with 90 days written notice.
2. Any such termination will not affect projects and scholarships already underway, unless both parties agree otherwise.

ARTICLE IX – FINAL PROVISIONS

Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

Issues not explicitly covered in text of this Memorandum will be resolved by the Parties.

Executed by CAPES and the HBCU-Brazil Alliance in Washington, DC, on the 9th of April, 2012, written in Portuguese and English in two original copies and duly signed on behalf of the two Parties.



Dr. Jorge Almeida Guimarães

Presidente da CAPES
Designado pela Portaria nº122 da Casa
Civil (Publicado no D.O.U. – 09/02/2004)



Dr. T. Joan Robinson

Presidente das Universidades e Faculdades
Historicamente Negras – Aliança Brasil (HBCU-
Brazil Alliance) e Reitor/Vice-Presidente da
Universidade Morgan State