

# Memorandum of Understanding (MoU)

between the

**Bundesrepublik Deutschland,**  
vertreten durch die Bundesministerin für Wirtschaft und Energie,  
diese vertreten durch den Präsidenten der  
**Bundesanstalt für Materialforschung und –prüfung (BAM),**  
Unter den Eichen 87,  
12205 Berlin  
Germany

- hereinafter referred to as BAM -

and

**Centro Federal de Educação Tecnológica de Minas Gerais**  
CEFET-MG  
Av. Amazonas, 5253  
30421-169 Belo Horizonte, MG  
Brazil

- hereinafter referred to as CEFET -

- hereinafter individually referred to as "Party" and jointly as "Parties" -

## Article 1

### Subject matter of the MoU

The purpose of this MoU is to generally co-ordinate the framework of a potential co-operation in the field of materials engineering, mechanical engineering, civil engineering and materials testing. Such co-operation is intended to also include the possibility for students of CEFET to spend training periods of up to 12 (twelve) months at BAM as part of a scholarship program set up by CEFET. As the case may be, preliminary talks might be necessary for this purpose and in principle, the Parties have an interest in discussing the possibility of such a co-operation in the context of preliminary talks. The Parties agree, however, that this MoU does not constitute a legally binding obligation for entering into any contractual agreements. Moreover, this MoU does not entail any obligation for co-operation. Rather, the Parties reserve the right to refrain from further negotiations regarding the conclusion of contractual agreements at any time and without having to give reasons.

## Article 2

### Contractual agreements

In the event of a concrete co-operation, the Parties will arrange the details in contractual agreements that will be concluded separately and in writing.

## Article 3

### Requirement of Form

Amendments of and supplements to this MoU must be made in writing to be legally effective.

## Article 4

### Other Provisions

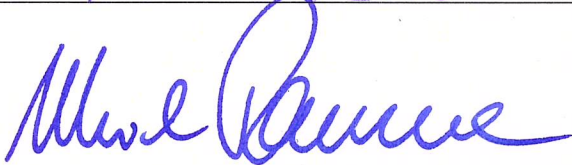
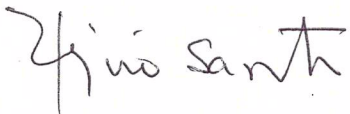

The Parties have the right to work together with third parties at their own discretion – also in the field as set down in Article 1 of this MoU. The conclusion of this MoU does not obligate the Parties to conduct preliminary talks and negotiations exclusively with the respective other Party.

Each Party shall bear its own hitherto accrued costs as well as any costs that are incurred in connection with this MoU and, if applicable, with the subsequent preliminary talks for the intended conclusion of a contractual agreement. These costs include in particular expenses for travel, planning, research, legal advice and services and other advisory services.

## Article 5

### Entry into Force and Term

This MoU enters into force upon signature by both Parties on March 5th, 2018 and shall be effective for a term of 12 (twelve) months.

BAM	CEFET
Berlin, <i>March 5<sup>th</sup>, 2018</i>	Berlin, <i>March 5<sup>th</sup>, 2018</i>
	
Name: Prof. Dr. Ulrich Panne	Name: Prof. Flávio Antônio dos Santos
Title: President	Title: General Director
Berlin, <i>March 5<sup>th</sup>, 2018</i>	
	
Name: Dr. Pedro Dolabella Portella	
Title: Head of Department 5 – Materials Engineering	