



UNIVERSIDAD
DE MÁLAGA

UFSCar
N.º: 064/2023
Processo: 23112.003614/2023-86



AGREEMENT FOR STUDENT EXCHANGE PROGRAM

BETWEEN

UNIVERSIDAD DE MÁLAGA

AND

UNIVERSIDADE FEDERAL DE SÃO CARLOS

The *Universidad de Málaga*, Spain, hereinafter referred to as “UMA”, a public education institution. It has its registered address at *Avda. Cervantes nº 2, 29071, Málaga (Spain)*. It is represented by Mr. José Ángel Narvárez Bueno, appointed Rector of the University of Málaga, under the Decree 6/2020 of January 14 of the Government of Andalusia, holding the legal representation of the University, according to the art. 20.2 of the Organic Law of Universities 6/2001 of 21 December, and art. 27. 1º section h) of the Statute of the University of Málaga, approved by Decree 464/2019 of 14 May;

AND

The *Universidade Federal de São Carlos*, Brazil, hereafter referred to as “UFSCar”, public education institution duly constituted. It has its registered address on São Carlos campus, *Rodovia Washington Luís, km 235, 13565-905, São Carlos, State of São Paulo (Brazil)*. It is represented by Prof. Ana Beatriz de Oliveira, appointed Rector of the Federal University of São Carlos, under the Decree of January 14, 2021 of the President of the Federative Republic of Brazil, holding the legal representation of the University, according to the art. 27 of the Statutes of the Federal University of São Carlos, approved by Ordinance 984/2007 of 29 November of the Secretary of Higher Education of the Ministry of Education of Brazil, and art. 28, II and X, of the General Regulations of the Federal University of São Carlos, approved by Resolution 709/2012 of 2 January of the University Council of the Federal University of São Carlos;

Both parties acting on behalf of their own Institutions.

The purpose of this Agreement is to further mutual understanding between UMA, Spain, and UFSCar, Brazil, to enhance each institution’s teaching, learning, and internationalization objectives.

UMA and UFSCar agree to institute this exchange program under the following terms:

1.- Duration of the Exchange

The duration of the exchange for a student will be either for one academic year or for one semester.

2.- Number of Participants and Reciprocity

UMA and UFSCar will exchange up to 2 exchange students each year (*i.e.* up to 2 semester places or 1 full year places), unless this number is varied by mutual agreement.

3.- Exchange Balance



Both institutions will review the program annually for any imbalances in the number of exchange students and will adjust the number of students appropriately throughout the duration of the Agreement, so as to endeavour to achieve parity before this Agreement expires.

All exchange students commencing study at each institution during this period of this Agreement will be counted in the overall balance of the Agreement period.

Any imbalances in a given year will be dealt with in either of the following ways:

- A. the imbalance will carry over to any subsequent Exchange Agreement period;
- B. the University out of balance will be able to reduce the number of accepted students until the balance is returned.

4.- Selection of Participants and Admission

Students participating in the exchange program will normally have completed at least one year of their degree program at their home institution.

The exchange student must meet all admission requirements of the host institution.

The host institution will reserve the right to make final judgment on the admissibility of each student nominated for the exchange.

Students participating in this program will continue as candidates for the degree of their home institution. Transfer of credit for work undertaken at the host institution will be subject to the discretion of the home institution.

The exchange student will be subject to the same rules and regulations as the students of the host institution.

The students will be required to complete all academic work and examinations associated with the courses they take at the host institution. Both institutions will provide transcripts for each student indicating the appropriate credits for the courses taken by the student on the exchange program.

The students will be bound by the rules, regulations and procedures of both institutions while they are participating in the exchange program.

5.- Financial

All exchange students shall pay tuition fees only to their home institution, where required.

Students will pay residence fees for the halls or other residences in which they are accommodated, where required. Students will also be responsible for the costs of food, medical insurance featuring coverage for medical and mortal remains repatriation, travel, language courses and all other personal expenses which might be incurred while participating in the exchange program.

6.- Responsibilities

UMA and UFSCar agree to assist each exchange student by:



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- Providing pre-departure material, and post-arrival orientation,
- Providing the necessary documents and information to enable the exchange student to obtain the correct residence permit/visa,
- Advising for appropriate accommodation, if required,
- Establishing an institutional body, or utilizing an existing body, to oversee the exchange program, and to consider and rule on those policy matters related to the program,
- Designating an administrative contact person to deal with all correspondence related to this program,
- Providing student support and advisory services.

This Agreement may be amended by mutual agreement.

This agreement shall be effective from the date of signature for an initial period of four years. Thereafter, it will be extended for a maximum period of four years if expressed by both parties before the initial validity period ends.

This Agreement may be terminated by either party, or by mutual agreement, subject to six (6) month notice from the announcement of the termination along with return receipt. In the event of such notice being given, all existing commitments to students will be fulfilled.

Any amendments to this Agreement require mutual consent and shall be in writing. This Agreement shall be executed in English. The parties agree that the English version shall be the authentic one and shall prevail over any translation for all matters of interpretation and construction.

Questions and disputes arising from the interpretation or execution of this Agreement will be friendly settled by both parties. In case an amicable solution is not possible, they shall jointly appoint a third party, natural person, to act as arbitrator.

Date..... May 4, 2023

Date..... April 14, 2023

UNIVERSIDAD DE MÁLAGA

UNIVERSIDADE FEDERAL DE SÃO CARLOS

**José Ángel Narváez Bueno, President
(Signature by proxy)**

Ana Beatriz de Oliveira, Rector

**Elidia Beatriz Blázquez Parra
Deputy Vice-Rector for International Mobility**