

Student exchange agreement between the *UNIVERSITAT POLITÈCNICA DE CATALUNYA* and the *UNIVERSIDADE FEDERAL DE SÃO CARLOS*

BY AND BETWEEN

UFSCar N.º: 104/2021 Processo: 23112.014223/2021-25
--

Prof. Daniel Crespo Artiaga, rector of the *Universitat Politècnica de Catalunya* (UPC), appointed by Decree 115/2021 (published on June 3, 2021 in DOGC no. 8424), whose address in Barcelona is C/Jordi Girona 31, with Tax Identification Number Q-0818003F, and who acts on behalf of the above institution by virtue of the provisions in article 20 of the Organic Law of Universities 6/2001, of 21 December; and articles 67, 68, 169 of the Statutes of the *Universitat Politècnica de Catalunya*, passed by Agreement GOV/43/2012, May 29th of the Government of Catalonia (DOGC no. 6140 of 1 June 2012).

And of the other part, Prof. Ana Beatriz de Oliveira, rector of the *Universidade Federal de São Carlos* (UFSCar), appointed by Decree of 14 January 2021, whose registered address is in São Carlos, state of São Paulo, Brazil, at *Rodovia Washington Luís* km 235, with Tax Identification Number 45.358.058/0001-40, and who acts on behalf of the above institution by virtue of provisions in article 27 of the Statutes of the *Universidade Federal de São Carlos*, passed by Ordinance Sesu/MEC/984/2007, November 29th of the Federal Government of Brazil (DOU no. 230 of 30 November 2007) and article 28, items II and X, of the General Regulation of the *Universidade Federal de São Carlos*, passed by Resolution ConsUni/709/2012, January 2nd of the Federal University of São Carlos.

The parties acknowledge each other's legal capacity to enter into this agreement and hereby bind their respective entities to it.

STUDENT EXCHANGE PROGRAMME

A. PURPOSE

The purpose of the programme is to facilitate and implement the continuous exchange of students between the two universities.

B. DEFINITION

In this agreement, "exchange" means the one-for-one exchange of students between the schools and faculties, as well as similar academic units, from both universities participating in the programme. The "home institution" is the university from which the student will graduate and the "host institution" is the university that has agreed to receive the exchange student from the home institution. The "visiting student" is the exchange student who has been accepted at the host university who benefits from the academic agreements between the institutions, although not financially: visiting students must cover the cost of the studies taken at the host university.

C. BILATERAL AGREEMENTS

To implement the student exchange agreement, the academic departments, graduate programs and academic centres of the UFSCar and the schools and faculties of the UPC shall sign bilateral agreements for the students on the programmes that they teach. These

agreements, which must be attached to this agreement as annexes, will include the following fields:

1. Exchange flow: number of places available and academic years during which the agreement will be in force.

When there is a balance between the numbers of exchange students from each university, the economic conditions set out in points F and G of this agreement shall apply, independently of the effective number of students sent by each university. If the number of students exchanged is more than the balance agreed, the students that exceed this limit shall be classed as visiting students.

The maximum number of semesters bachelor's degree students may spend at the host university is two. If, however, they decide to stay on longer, they are classed as visiting students.

The number of semesters students on 120-credit master's degrees may spend at the host university is one or two; for students on 90-credit or 60-credit master's degrees, the maximum number of semesters is one.

2. The contact details of the coordinators at the schools, for the sending of lists of candidates, letters of acceptance and academic records once the exchange has ended, as well as any other communications between the parties regarding the exchange.

D. SELECTION PROCEDURE

The home institution shall assess the suitability of the bachelor's and master's degree candidates for the exchange. The coordinators at the schools and faculties shall send their counterparts the list of candidates for the exchange of bachelor's and master's degree students and visiting students for which there are places. The host institution is entitled to make the final decision on the admission of each candidate

E. GUIDELINES FOR THE EXCHANGE

The following guidelines are applicable to exchange and visiting students on bachelor's and master's degrees:

- a) Exchange and visiting students may choose any of the official academic programmes offered by the host institution with a full-time status and without academic effects at the host institution. Any academic credits obtained at the host institution shall be transferred to the home institution following the procedure established by the latter.
- b) The host institution is entitled to exclude exchange students from programmes for which there are a limited number of places or for which registration is restricted.
- c) Exchange and visiting students must have completed at least one continuous year of study at the home institution before commencing the exchange.
- d) All exchange and visiting students must comply with the rules of the host institution (health and safety, access to premises, etc.) and with its timetables. The tutor/supervisor/coordinator shall inform students of the risks to which they may be exposed and how they can avoid these



risks or protect themselves from them, as well as what to do in the case of an emergency. Students are obliged to keep in mind the instructions they receive and to comply with them.

e) All exchange and visiting students must be able to prove they have sufficient funds to cover the costs of their stay at the host university, principally the costs of accommodation and food.

f) After completing the period of study at the host institution, all exchange students must return to the home institution. An extended stay must be approved by both universities.

F. OBLIGATIONS OF THE UPC SCHOOLS

The schools that sign bilateral agreements agree to accept exchange students from the UFSCar and to enrol them as full-time students, although this will never lead to them being awarded an official qualification of the UPC, and to provide them with assistance for the payment of enrolment fees, as long as the principle of parity and balance in the flow of exchange students between the universities is maintained. At the end of each academic period, the UPC coordinator shall send the coordinator at the UFSCar an academic certificate for the exchange or stay of the student hosted at the UPC. When the UPC informs the UFSCar of the acceptance of its students, it shall specify which students will be classed as exchange students and which will be classed as visiting students.

G. OBLIGATIONS OF THE UFSCar ACADEMIC UNITS

The academic departments, graduate programs and academic centres for which interest bilateral agreements are signed agree to accept exchange students from the UPC and to enrol them as full-time students, although this will never lead to them being awarded an official qualification of the UFSCar. At the end of each academic period, the UFSCar shall send the UPC an academic certificate for the exchange or stay of the student hosted at the UFSCar. No enrolment or tuition fees will be charged from any students from the UPC.

H. FUNDING AND SERVICES

Students who participate in the exchange must register and pay the enrolment fees and any other costs required at their home institution, where existing, before starting the exchange. Visiting students must register and pay the enrolment fees and any other costs required at the host university, where required.

All exchange students must take out an insurance policy to cover illnesses, accidents, civil liability, and medical and mortal remains repatriation. The host institution will provide the documents required to obtain a visa.

The following expenses must be covered by exchange and visiting students:

- a) Transport to and from the host institution.
- b) Medical insurance, health service costs and any other costs not expressly mentioned.
- c) Text books and personal expenses.
- d) Any debts incurred during the year.
- e) Accommodation and food.

Both institutions shall facilitate and lend support to students' applications for grants from national and international institutions that may help to cover the costs of the exchange.

I. CONFIDENTIALITY

The parties shall agree on limits to confidentiality in the annexes that may be generated in the framework of this agreement. Furthermore, if information is exchanged as a result of the relationship between the parties, they undertake not to disclose or disseminate the methodological and scientific aspects that the UFSCar or the UPC class as confidential, during the term of this agreement.

J. USE OF CORPORATE IMAGE

Whenever, as a consequence of this agreement and in the application of its provisions any of the parties deems it necessary to use the other's logos, it shall request the prior authorisation of the university through its communications service, specifying the format—whether print, electronic or any other medium—and the type of use requested.

The authorisation, which must be granted in writing, shall specify the use or uses for which it is granted, as well as the period covered, which shall in no case exceed the term of this agreement.

This notwithstanding, when the use of the logotypes and other identifying marks of the UPC is of a profit-making nature for the requesting entity, an appropriate brand licensing agreement must be entered into.

K. TRANSPARENCY

In accordance with current legislation on transparency, access to public information and good governance, the UPC, in relation to this agreement, shall publicly disclose information concerning the signatory parties, its purpose and effect, the parties' obligations, including those of a financial nature, and any amendments to the agreement.

L. COORDINATION

Each of the institutions must appoint a coordinator, who shall be in charge of defining and organising the cooperation programmes between the universities.

For the UPC, the coordinator, person or office in charge is the International Relations Bureau (international@upc.edu).

For the UFSCar, the coordinator, person or office in charge is the International Relations Office (srinter@ufscar.br).

These persons shall have the following functions, without prejudice to any other functions assigned to them:

- a) To solve any problems that may arise regarding the interpretation or application of the agreement.
- b) To follow up the implementation of the agreement.
- c) In the event of the agreement's termination, to propose its continuation or the manner and deadline for completing the activities already under way.
- d) To establish and organise the activities that are the object of the agreement.
- e) To promote, draft and propose the content of the various specific agreements that are necessary for the implementation of this agreement.



M. GROUNDS FOR TERMINATION

The following may be grounds for terminating this agreement:

- a) The term of the agreement ending without any extensions thereof having been agreed.
- b) The parties' mutual agreement in writing.
- c) One of the parties wishing to terminate the agreement, for which a written statement must be made six months in advance, along with return receipt.
- d) Failure by one of the parties to fulfil its obligations in the thirty days following notification in writing by the other party, along with return receipt, which can in this case unilaterally terminate the agreement.
- e) A judicial decision that declares the agreement null and void.
- f) The causes outlined in the agreement and those set out in current legislation.

In any event, if any of the reasons for termination of the agreement arise and activities are still under way, the parties, on the proposal of the persons in charge of following up the agreement, may agree to continue and complete any of the activities under way and set a deadline for its completion, after which any fees that may apply must be settled.

N. PERSONAL DATA PROTECTION

The parties undertake to respect and comply at all times with current regulations on Personal Data Protection.

If there is access to personal data, as a consequence of the execution of this agreement, they may only be applied or used solely and exclusively for the purpose of fulfilling the purposes thereof, and may not be assigned or delivered to third parties under any circumstances, not even to mere conservation effects.

In any case, the UPC must adopt necessary technical and organizational measures, especially those that are determined by regulation, in application of Organic Law 3/2018, of December 5, Protection of Personal Data and Guarantee of Digital Rights, to guarantee the security of the personal data and to avoid its alteration, loss, treatment or unauthorized access, taking into account the state of the technology, the nature of the data provided and the risks to which they are exposed, whether from human action or the physical or natural environment.

In case of the UFSCar, such necessary technical and organizational measures are those determined by Law 13709/2018, of August 14, General Law on Personal Data Protection, which provides for the processing of personal data, including in digital media, by a natural person or by a legal entity governed by public or private law, in order to protect the fundamental rights of freedom and privacy and the free development of the natural person's personality.

O. RENEWAL, TERMINATION AND AMENDMENTS

This agreement is valid for 4 years from the date of the last signature, on the understanding that it may be terminated by any of the parties in writing at least six months in advance, along with return receipt. The agreement may be extended by mutual written consent of the two parties for periods of 4 years. This agreement may be amended by means of letters sent between the institutions. Any amendments approved by both institutions must be set out in a

document signed by both parties. This document must then be annexed to the contract and the amendments incorporated into a new contract.

If the present agreement is terminated, both parties must guarantee the completion of the projects and initiatives already in progress.

The parties express their commitment to meeting their respective obligations in good faith and carrying out any negotiations that are necessary for the fulfilment of this agreement to their satisfaction.

Any controversy relating to the interpretation, fulfilment or execution of the terms of this agreement shall be resolved by mutual agreement between the parties. The English version of the present agreement will prevail in case of such controversies.

In witness whereof, the parties have signed this document in English and Portuguese on the dates and at the places indicated below.

On behalf of the UFSCar



Ana Beatriz de Oliveira
Rector



On behalf of the UPC



Daniel Crespo Artiaga
Rector



UNIVERSITAT POLITÈCNICA
DE CATALUNYA

São Carlos, state of São Paulo (Brazil), date:

8 OCT. 2021

Barcelona (Spain), date: