

**AGREEMENT ON STUDENT EXCHANGE
BETWEEN
UNIVERSIDADE FEDERAL DE SÃO CARLOS, FEDERATIVE REPUBLIC OF BRAZIL
AND
UNIVERSITÄT REGENSBURG, FEDERAL REPUBLIC OF GERMANY**

This Agreement on Student Exchange (hereinafter referred to as “this Agreement”) is made and entered into the date of final signature (hereinafter referred to as the “Effective Date”) by and between **Universidade Federal de São Carlos** (“UFSCar”) and **Universität Regensburg** (“UR”) (UFSCar and UR may be referred to individually as the “Party” and jointly as the “Parties”).

Objective:

This Agreement is to promote and implement the exchange of students under the Memorandum of Understanding for the promotion of academic, scientific, technical and cultural cooperation made and entered into on August 18, 2023 between the Parties (unless otherwise or specifically defined in this Agreement, all capital wordings used herein shall have the same meaning defined and given to them in the Memorandum of Understanding) (hereinafter referred to as the “Exchange Program”).

Article 1 Exchange Students

The Parties agree that the students participating in the Exchange Program (hereinafter referred to as the “Exchange Student”) under the terms of this Agreement shall be selected initially by the Party which nominates the Exchange Student (hereinafter referred to as the “Home University”), and the other Party (hereinafter referred to as the “Host University”) shall make final admission decisions of such Exchange Student in each individual case.

Article 2 Number of Exchange Student

The Parties understand that, each academic year, not more than two (2) Exchange Students may be enrolled as non-degree students at the Host University, and both Parties aim at an equal balance regarding the number of Exchange Students in both directions.

While it is not requisite that an equal number of students be exchanged in a given year, an overall balance will be sought through the duration of this Agreement. If a significant imbalance is identified, negotiation should take place. However, each Party should be prepared to consider a disparity in any given semester or year during the term of this Agreement. Occasionally, variation regarding agreed subject areas and numbers of students to be exchanged within a specific academic year and/or semester may be discussed and agreed via email. Any such changes will apply only to the period being discussed unless otherwise agreed.

Article 3 Period of Enrollment

The Parties agree that the period of enrollment of each Exchange Student at the Host University shall not exceed one (1) academic year.

Article 4 Fees for Enrolling Exchange Student

The Host University shall waive application, matriculation, and tuition fees for enrolling Exchange Students from the Home University. However, at UR, Exchange Students will have to pay a student service fee (*Studentenwerksbeitrag*) which is not a tuition fee and cannot be waived. No additional fees will be required of Exchange Students at the

Host University except incidental payments associated with some services, student union/society fees, medical insurance, books, materials, recreation, and the like.

Article 5 Program of Study

The exact program of study will be determined by the student with the mutual approval of his or her supervisors or academic advisers at the Home Institution and the Host Institution. The receiving institution reserves the right to exclude students from restricted enrolment programs. All students will remain enrolled as regular degree candidates at the Home Institution and will not be enrolled as candidates for degrees at the Host Institution.

Article 6 Health Insurance and Payment

Each Exchange Student shall be responsible for health insurance coverage that is effective in the host country. Said health insurance coverage, for medical treatment, and for medical and mortal remains repatriation shall be the responsibility of each Exchange Student personally as well as civil liability, travel expenses, additional living and housing costs in the host country. Neither Party shall be held liable for such payment.

Article 7 Rules and Regulations

The Parties affirm and agree that all Exchange Student will be subject to the same rules and regulations as the students of the Host University. In cases where an Exchange Student fails to observe the Host University's rules or regulations and causes damage to the Host University, the Parties shall try to settle such trouble amicably through good faith negotiation. The Host University will handle in good faith any troubles or problems occurred to the Exchange Student when requested by such Exchange Student. The Host University may report the troubles or problems to the Home University as soon as possible.

Article 8 Language Proficiency

The Home Institution is responsible for providing support, especially with information and guidance, but always to the extent of their respective available funds, to its nominated candidates so that they can have the language skills recommended by the Host University at the start of the mobility period.

Details on the language of instruction recommendations are provided on the website and/or the course catalogue of each institution. Exceptions for certain courses of study may apply.

Exchange Students from the UFSCar shall count with an English or German B2 level according to the Common European Framework of Reference at the moment of the application.

Article 9 Finding Adequate Housing

The Host University will make efforts to ensure that the Exchange Student will be provided assistance in finding adequate housing on or near the campus.

Article 10 Intellectual Property

Unless otherwise agreed in writing in relation to specific projects, all intellectual property belonging to a Party providing it to the other before, on or after the date of this Agreement shall remain the property of the Party providing it. Any intellectual property rights created in the course of activities anticipated by this Agreement shall vest in the Party which created them (or whose employee created them).

In the event of any intellectual property rights jointly created by both Parties in the course of activities anticipated by this Agreement, such intellectual property rights, as well as other rights and duties of the Parties, shall be set forth in a further specific agreement or contract, which shall observe the relevant legislation.

Article 11 Information of the Exchange Student

The institutions agree on exchanging their exchange-related data according to the principles of GDPR and the privacy laws in force in both countries. Both Parties shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. Both Parties may be subject to various privacy, freedom of information and public records laws, and both Parties agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Article 12 Differences Settlement

In the event of any disputes arising out of this Agreement, both Parties will try to settle their differences amicably through good faith negotiation between authorized representatives of each Party. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be settled by a third party, natural person, acting as arbitrator jointly appointed by the Parties.

Article 13 Amendment

This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties, except the Memorandum of Understanding made and entered into on August 18, 2023 between them.

Article 14 Compliance

Each Party will comply with its applicable local laws and regulations.

Article 15 Severability

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Article 16 Effective Date

This Agreement shall commence from the Effective Date of this Agreement and shall be in force for five years. This Agreement may be terminated by six (6) month prior written notice of either Party along with return receipt, without prejudice to the completion of ongoing Exchange Program.

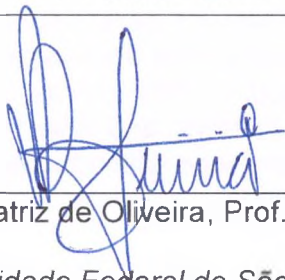
In case of termination of this Agreement before the end of the contractual period, a notification about termination shall be sent to the other party within one (1) year, along

with return receipt, permitting students, as far as possible, to complete any exchange already begun.

IN WITNESS WHEREOF, the undersigned, the authorized representatives of the Parties have signed this Agreement written in the English and Portuguese language in duplicate, equally authentic.

For and on behalf of:
UFSCar

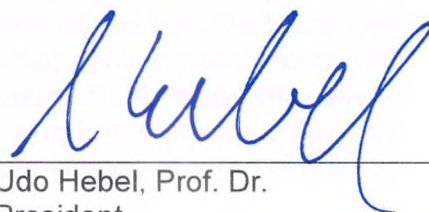
Date: 4 MAR 2024



Ana Beatriz de Oliveira, Prof. Dr.
Rector,
Universidade Federal de São Carlos

For and on behalf of:
UR

Date: 5.6.24



Udo Hebel, Prof. Dr.
President,
Universität Regensburg