



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF PHYSICS
AND
THE DEPARTMENT OF MATHEMATICS
OF THE UNIVERSITY OF TRENTO
AND
THE FEDERAL UNIVERSITY OF SÃO CARLOS**

For the purpose of promoting cultural, educational and scientific cooperation, the Department of Physics and the Department of Mathematics of the University of Trento (Italy) and the Federal University of São Carlos (Brazil) stipulate this Memorandum of Understanding (MoU) with the objective of encouraging reciprocal exchanges between the two institutions in the field of education, scientific research, and culture.

Specific Agreements concerning exchange of students and staff, collaborative research and teaching and other mutually agreed upon activities will be negotiated by the appropriate parties at each university following the signing of this Memorandum of Understanding.

**ARTICLE 1
Joint Obligations**

Both Universities shall undertake the following:

- a) cooperation on scientific research activities in the areas of shared interest. In this context the parties involved shall inform each other in due time concerning conferences, symposia and other scientific and cultural activities in order to encourage their representative's participation;
- b) exchange of scientific, educational and significant publications relevant to the areas of mutual cooperation;
- c) activation of academic staff mobility for study and research purposes;
- d) exchange of PhD, Master and Undergraduate (Bachelor) students;
- e) institutional activation of bi-nationally supervised doctoral theses ("*co-tutelle de thèse*") for PhD students;
- f) mutual support of Master's programmes and promoting opportunities for graduate students at both institutions;
- g) types of collaboration other than those indicated above which may be established in the future.

**ARTICLE 2
Future Activities**

The specific activities indicated in Article 1 (such as academic areas, parameters for staff and student exchange, number of exchanges, financial aspects, etc.) will be defined in specific Agreements (Addenda) signed by the Directors of the interested Departments and/or authorized representatives of both Institutions.

Only after the Addenda have been duly signed, can the foreseen activities begin.

ARTICLE 3

Contact Persons

Each Party shall designate a coordinator to oversee and facilitate the implementation of this MoU. The coordinators, working with the Vice-Rector or Delegate for international relations at the respective universities, shall have the following responsibilities:

- promote academic collaboration at faculty, post-graduate, graduate and undergraduate student levels for research and study;
- act as principal contacts for individual and group activities and to plan and coordinate all relevant activities within their institutions as well as with the partner institution;
- distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources available at the other institution;
- meet periodically to review and evaluate past activities and to work out new ideas for future cooperation.

ARTICLE 4

Term

The Memorandum of Understanding becomes operative when it has been signed by the Directors of the Department of Physics and the Department of Mathematics (University of Trento) and the Rector of the Federal University of São Carlos and is valid for a 5-year period beginning from the date of the last signature. It can be renewed for a further 5-year period by mutual written consent.

This agreement can be amended only by both institutions through an addendum or amendment signed by the authorized representatives of both parties.

This MoU can be terminated with six months written notice from either party along with return receipt.

Should the Memorandum of Understanding be terminated, the specific Addenda will expire as well, but either party has the responsibility to provide benefits to participants on exchanges begun prior to its termination.

ARTICLE 5

Compliance with Laws and Governing Law

The Parties will comply with all applicable laws and regulations in their respective countries when performing their obligations under this agreement.

The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the jurisdiction of, the country of domicile of the defendant to the action.

ARTICLE 6

Information on the Processing of Personal Data

The Parties, as Data Controllers, mutually undertake to process any personal data collected concerning this Agreement exclusively for the purposes of stipulating and executing it and the related legal and contractual obligations according to Regulation EU 2016/679 "General Data Protection Regulation" ("GDPR") and national data protection laws with regard to the University of Trento, and Law 13709/2018 "General Personal Data Protection Law" and other Brazilian data protection laws with regard to the Federal University of São Carlos.

The processing of personal data will be carried out by the staff of the Parties, authorized to process data according to their duties, in compliance with the principles of lawfulness, fairness, transparency, accuracy, integrity and confidentiality and only as long as necessary to fulfil the purposes for which they were collected and, in any case, as long as it is necessary by law.

Since the Federal University of São Carlos is based in a third country (extra-EEA), the transfer of students and staff's personal data from UniTrento to Federal University of São Carlos, in order to manage the international mobility of students and staff who have requested it, will be carried out on the basis of adequacy decisions of the European Commission pursuant to Art. 45 of the GDPR if any or, in its absence, of appropriate safeguards pursuant to Art. 46 of the GDPR. Otherwise, the transfer will be carried out according to art. 49 par. 1, lett. d) of the GDPR (important reasons of public interest).

In any case, if the transfer of students' and staff's personal data is limited to their family name, given name, e-mail address and university department/structure and is exclusively necessary to verify the students' enrollment in or staff belonging to the university, the transfer may also be carried out pursuant to Article 49 (1), point d) of the GDPR (derogation for important reasons of public interest).

ARTICLE 7

Use of Name and Logo

Neither Party shall use the name or logo of the other Party or their trade, assumed or true names, in any advertising, promotional, or other materials in any form of media without the prior written consent of that Party. Requests to use the Party's name or logo should be sent to international@unitn.it for the University of Trento and to srinter@ufscar.br for the Federal University of São Carlos.

ARTICLE 8

Language

The present Memorandum of Understanding is drawn up in English and in Portuguese in two identical copies. The Parties agree that the English language version is the binding one.

Date:

Date:

Prof. Gianluca Lattanzi
Director of the Department of Physics
University of Trento

Prof. Ana Beatriz de Oliveira
Rector
Federal University of São Carlos

Date:

Prof. Ana Maria Alonso Rodriguez
Director of the Department of Mathematics
University of Trento