UFSCar N.º: 051/2023 Processo: 23112.007756/2023-12

Supplementary Agreement of Cooperation between the Carl von Ossietzky University of Oldenburg, represented by the President Ammerländer Heerstr. 114-118, 26129 Oldenburg and the Federal University of Sāo Carlos, represented by the Rector Rodovia Washington Luís km 235 13565-905 São Carlos, State of São Paulo, Brazil

Considering that, immediately after executing an agreement of cooperation towards the internationalisation of higher education on September 30, 2019, the University of Oldenburg and the Federal University of São Carlos, in compliance with §1 thereof, entered into a supplementary agreement of cooperation thereto on that very date, which institutes and rules academic and scientific cooperation between the parties on the field of Mathematics consisting in the execution of mobility of graduate students, mobility of professors and researchers, joint supervision of doctoral (Ph.D.) dissertations, joint development of research projects and other relevant activities for the interest of the Institute for Mathematics of the University of Oldenburg and the Graduate Program on Mathematics of the Federal University of São Carlos.

Considering that the validity period of said supplementary agreement, provided in its §6, ended on September 30, 2022, but both contractual parties thereto are interested to formally reestablish the broad and deep cooperation between them in the areas of research and teaching.

Considering that the University of Oldenburg and the Federal University of São Carlos entered into a new agreement of cooperation towards the internationalisation of higher education on <u>APBIC 36</u> 2023 in order to extend once more the effective and mutually beneficial cooperation between them, so as to resume developing again academic exchange in education, research and other scientific areas, as well as carry out new research and teaching activities where possible.

Considering that, in compliance with §1 of such new agreement, the nature and extent of each cooperation project provided thereof should be established in supplementary agreements between the contractual partners.

The University of Oldenburg and the Federal University of São Carlos, once again on behalf of the Institute for Mathematics of the former and the Graduate Program on Mathematics of the latter, hereby agree to reestablish the joint development of academic and scientific activities on the field of Mathematics.

§1

This supplementary agreement reestablishes the stipulation and regulation of academic and scientific cooperation between the parties on the field of Mathematics, which may consist in the execution of the following activities in the said area of knowledge:

 mobility of graduate students, through which they can attend courses and/or take part in research activities at the host institution;

- mobility of professors and researchers, through which they can give lectures and workshops, teach courses and carry out or participate in research activities at the host institution;
- joint supervision of doctoral (Ph.D.) dissertations, by supervisors from each institution;
- joint development of research projects;
- joint production of scientific publications;
- co-organization of academic, scientific and cultural events like congresses, symposiums, seminars and others.

When the mobility of professors and researchers is not possible or not feasible to either institution, the teaching and research activities in which they intend to participate hereunder may be executed remotely.

Joint supervisions of doctoral dissertations resulting from the collaboration which is the object hereof will be formalized through separate agreements, individually referring to each doctoral (Ph.D.) student and duly signed by the parties.

§2

In order to coordinate the implementation of this agreement, the following persons are appointed:

- For the University of Oldenburg: Dr. Boris Vertman, professor of the Institute for Mathematics
- For the Federal University of São Carlos: Dr. Luiz Roberto Hartmann Junior, professor at the Graduate Program on Mathematics

The coordinators will supervise the study plans/learning agreements and research plans corresponding to the mobilities ruled herein, and must seek solution for the academic and administrative issues referring to the present instrument from its entry into force.

§3

In order to develop the mobilities provided in the §1 hereof, both parties undertake to observe the following conditions and execute in cooperative manner the following actions:

- The maximum amount of students, professors and researchers from each institution in mobility at the other, as well as the length of their respective stay at the host institution, will be set forth timely by the parties, in accordance with what is possible and feasible for them, subject to the limits stipulated in their by-laws.
- Selection of students by the coordinator at their respective home institution, based on the criterion of academic excellence. The final acceptance of each applicant will be up to the host institution, in compliance with its criteria, procedures and deadlines.
- Participation of professors and researchers upon invitation formally made by professor or researcher from the host institution, with observance of the each institution's procedures.
- Elaboration of an individual study plan/learning agreement for each student and/or, where applicable, of an individual research plan for each student, professor and researcher, which shall be executed by the supervising department at the host institution. These plans must be prepared before the participants' arrival at the host institution and, if necessary, in conformity with its procedures.

- The accepted students, professors and researchers by the host institution will be subject not only to the rules in force there, but also to the immigration legislation of the country where said institution is situated.
- Before arriving in the country of the host institution, the accepted must purchase health, personal accident, civil liability, and medical and mortal remains repatriation insurances featuring coverage for their respective whole period of mobility.
- The host institution shall send to the home institution document(s) specifying the academic and/or scientific activities executed by each of its students during his/her respective stay and, where applicable, informing the result of the evaluation of his/her performance in such activities.

The host institution shall waive the academic fees regarding the mobility of students from the other institution hereunder; however, students shall keep paying academic fees at their home institution, if applicable.

When necessary, the last action listed above in this clause may also be applied to professors and researchers participating in the mobilities.

Students in mobility at the host institution shall be considered non-degree seeking students there and, thereby, keep the status of degree seeking students at their home institution.

§4

When hosting students, professors or researchers from the other institution, the parties shall facilitate the use of its facilities, equipments, laboratories and library material which are necessary for the execution of their respective activities on the framework hereof.

The parties undertake not to publish, divulge or, in any way, exploit confidential information, namely the information which is not in public domain, including the information belonging to the other party that had been generated priorly to the execution of this agreement and has been obtained due to its implementation.

The parties are bound to total responsibility for any eventual misuse of information and data obtained because of the cooperation described herein.

The activities developed hereunder do not generate any formal employer-employee relationship between the personnel of each institution and the other party.

§5

The parties are held responsible for all costs pertaining to their respective participation in the fulfillment of activities on the framework hereof, but will not be compelled to affect resources from its respective own budget in order to guarantee the necessary financial support for the execution of such activities.

In order to propitiate the accomplishment of the activities foreseen herein, the parties can individually or jointly pursue resources at national and international organizations dedicated to funding research and development, as well as at companies in their respective countries.

The participants in the mobilities set herein are responsible for their personal expenses referring to their participation in the activity, such as travels, housing, food, transportation, bibliographic material, insurance and others.

Upon signing by both contractual parties, this agreement of cooperation will be valid for a period of five years and may be renewed by mutual agreement in writing between them. Either of the two contractual partners may terminate this agreement by giving written notice of cancellation, along with return receipt, at least three months before the contract expires. Amendments to the contract must be made in writing and with the mutual consent of the contractual partners.

§6

§7

Questions and controversies arising from the interpretation or the execution of this agreement will be solved by direct entente between the parties. In case it is not possible, they shall jointly indicate a third party, natural person, to act as arbitrator.

§8

This agreement is signed in English and Portuguese, both texts are of equal validity and effect. In the event of any discrepancy, difference or controversy between the English and the Portuguese version, the English version shall prevail. The agreement takes immediate effect after its approval and ratification by both partners upon the exchange of the signed documents.

Oldenburg, 26/04/2023

University of Oldenburg

Prof. Dr. Ralph Bruder President São Carlos, 30 3 90 23 Federal University of São Carlos Prof. Dr. Ana Beatriz de Oliveira Rector