

SPECIFIC AGREEMENT OF INTERNATIONAL COOPERATION

<p>UFSCar N.º: 094/2021 Processo: 23112.002833/2021-86</p>

Specific agreement of academic, scientific, technical and cultural cooperation between the Federal University of São Carlos (Brazil) and Leuphana University of Lüneburg (Germany) in the area of Materials Science and Engineering

The Federal University of São Carlos, with registered offices on São Carlos campus, at *Rodovia Washington Luís*, km 235, in São Carlos, in the state of São Paulo, Brazil, represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., hereinafter referred to as "UFSCar", on behalf of its Department of Materials Engineering and Graduate Program on Materials Science and Engineering, and Leuphana University of Lüneburg, with registered offices at 1 *Universitätsallee*, in Lüneburg, Germany, represented herein by its President, Prof. (HSG) Dr. Sascha Spoun, hereinafter referred to as "Leuphana", acting through its Institute of Product and Process Innovation, hereinafter referred to as "PPI",

WHEREAS both Institutions are interested in the development of Higher Education, scientific knowledge and research, and technology,

WHEREAS they wish to formally establish an institutional relationship between them, aiming to promote their continuous strengthening, enhancement and advancement by jointly developing of academic, scientific, technical and cultural activities in the area of Materials Science and Engineering, for the interest of their respective academic and/or research unities mentioned above,

ENTER INTO THIS AGREEMENT, which will be governed by the following terms and conditions:

SECTION 1 – Purpose

This Agreement establishes and governs academic, scientific, technical and cultural cooperation between the Parties in the area of Materials Science and Engineering, for the interest of the Department of Materials Engineering and Graduate Program on Materials Science and Engineering of UFSCar, and PPI.

Said collaboration may comprise the development of the following activities:

- I. Exchange of undergraduate and/or graduate students, so as to attend courses, take part in research activities and/or do academic internship/practicum at the host institution.
- II. Exchange of professors and researchers, so as to give lectures and workshops, teach courses and/or carry out or participate in research activities at the host institution.
- III. Joint supervision of doctoral (Ph.D.) dissertations/theses, by supervisors from each institution, by duly executing proper, distinct, separate agreements, referring to each dissertation/thesis and its respective doctoral (Ph.D.) student.
- IV. Joint development of research projects, which work plans shall be timely attached hereto.
- V. Assignment and exchange of scientific, technical and cultural information, as well as joint production of academic, scientific and technical publications.



- VI. Co-organization of academic, scientific and cultural events, *e.g.*, conferences, symposia, seminars and colloquia.

SECTION 2 – Coordination

In order to coordinate the implementation of this Agreement and the pursuit of its purpose, UFSCar indicates Dr. Piter Gargarella, professor at its Department of Materials Engineering and Graduate Program on Materials Science and Engineering, and Leuphana indicates Dr. Benjamin Klusemann, professor at PPI.

The coordinators shall supervise the study plans/learning agreements, research plans and the internship/practicum projects or plans corresponding to the exchanges under this Agreement, as well as seek solution for the academic and administrative issues referring hereto from its effective date.

SECTION 3 – Exchange of students, professors and researchers

When promoting the exchanges provided in the First Clause hereof, both Parties shall observe the following rules, to the extent of their respective rules and regulations on international academic mobility:

- I. The maximum number of exchange students, professors and researchers from any 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 and the requirements at the host university.
- II. The coordinator at the home institution will select the students who apply for exchange. Such selection will be made according to the criteria of the home university, in particular, the students' academic performance. The final acceptance (admission) of each selected applicant will be decided by the host institution.
- III. The exchange of professors and researchers requires formal invitation by professor or researcher from the host institution.
- IV. An individual study plan/learning agreement, research plan and/or internship/practicum project or plan must be elaborated for each student. For each professor and researcher a research plan and/or work plan shall be elaborated. Those plans, which will be executed at the host institution, must be prepared before the arrival of the corresponding students, professors and researchers at said institution.
- V. Students, professors and researchers accepted by the host institution will be subject not only to the rules and regulations in force there, but also to the immigration law of the country where said institution is situated.
- VI. Before arriving in the country of the host institution, accepted students, professors and researchers must purchase health, personal accident, civil liability, and medical and mortal remains repatriation insurances featuring coverage for the whole period of their respective exchange.
- VII. Both institutions shall facilitate the access and use of its own facilities, equipments, laboratories and library material by exchange students, professors and researchers, so as to enable the proper development of their respective activities.
- VIII. The host institution shall waive the academic fees, where required, regarding the mobility of students, professors and researchers from the other institution, as far as they arise;



- however, UFSCar students in mobility at Leuphana shall pay administrative fees applicable to all incoming international students.
- IX. Participants in the exchanges will bear the costs referring to their own participation in said activity, *e.g.*, travels, housing, food, transportation, insurance, administrative fees eventually required by the host institution, visa, and others.
 - X. Exchange students will not be entitled to diploma issued by the host institution and will remain as degree-seeking students at their respective home institution.
 - XI. The host institution shall send to the home institution document(s) informing the academic and scientific activities developed by each of its students during his/her respective exchange and, where applicable, informing also the result of the evaluation of his/her performance in such activities. Where necessary or requested, this provision may apply also to professors and researchers participating in the exchanges, to the possible extent.
 - XII. Participation in any activity under this Agreement does not generate any formal employer-employee relationship between any person from either Party and the other Party.

SECTION 4 – Financial resources

Unless otherwise agreed in an amendment hereto, this Agreement does not create any financial obligation from either Party to the other. Each Party shall bear the costs of its own effective participation in the development hereof.

The Parties may carry out activities hereunder using funds granted from agencies and organizations devoted to funding research and development, as well as from companies and other private and public institutions.

SECTION 5 – Confidentiality of information, personal data protection and intellectual property rights

- I. Both Parties undertake not to publish, disclose or in any way exploit confidential information, *i.e.*, information that is not publicly available, including but not limited to information belonging to the other Party, that was generated prior to the implementation of this Agreement and obtained as a result of the development hereof. Such obligation does not apply to exchange students from the respective Party. Neither Party shall be responsible for the confidentiality of its students. However, each Party shall be free to enter into an appropriate confidentiality agreement with exchange students.
- II. The Parties agree to process personal data under this Agreement not on behalf of each other, but within the scope of their respective activities. Each Party hereto shall decide for itself on the purposes and means of the processing of personal data.
- III. Leuphana processes personal data on its own responsibility in the European Union in compliance with the applicable data protection regulations. In particular, Leuphana is legally obligated under the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) to ensure that the level of protection of natural persons guaranteed by GDPR is not undermined.
- IV. UFSCar processes personal data on its own responsibility in Brazil in compliance with the applicable data protection regulations. In particular, UFSCar is legally obligated under the Personal Data Protection General Law (LGPD, Federal Law 13709/2018 of 14 August, on the processing of personal data, including in digital media, by natural person or legal person

under public or private law, with the aim of protecting the fundamental rights of freedom and privacy, and the free development of the personality of the natural person.

- V. An individual agreement shall be executed prior to the beginning of any relevant research project hereunder in order to regulate any industrial or intellectual property rights resulting from or in connection with such projects.

SECTION 6 – Duration, amendments and termination

This Agreement is valid as from the date of the last signature by both Parties and will remain in force for five (5) years. The duration hereof may be extended by means of a duly signed amendment.

Any amendment hereto shall be agreed in writing and signed by the authorized representatives of both Parties.

Any Party can terminate this Agreement at any time by giving the other Party a reasoned termination notice in writing at least three (3) months in advance, along with return receipt. In the event of termination hereof, eventually ongoing activities will be duly concluded.

SECTION 7 – Settlement of disputes

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

Both Parties sign this agreement in four identical copies, two in Portuguese and two in English. Notwithstanding, only the English version hereof is legally binding.

FEDERAL UNIVERSITY OF SÃO CARLOS



Prof. Ana Beatriz de Oliveira, Ph.D.
Rector

LEUPHANA UNIVERSITY OF LÜNEBURG



Prof. (HSG) Dr. Sascha Spoun
President



Prof. Dr. Peter Nemeyer
Dean

Faculty of Business and Economics



Prof. Dr. Ing. Matthias Schmidt
Head

Institute of Product and Process Innovation

São Carlos, São Paulo (Brazil), 23 JUL 2021

Lüneburg (Germany), 17. 11. 21