



SPECIFIC COOPERATION AGREEMENT FOR STUDENT EXCHANGE

UFSCar
N.º: 141/2025
Processo: 23112.029347/2025-39

Specific cooperation agreement for student exchange between the Federal University of São Carlos (Brazil) and the University of The Bahamas

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. Dr. Ana Beatriz de Oliveira, hereinafter referred to as "UFSCar", and the University of The Bahamas, with registered offices on Oakes Field Campus, at University Drive, P. O. Box N-4912, in Nassau, The Bahamas, represented herein by its Provost and Vice President of Academic Affairs, Dr. Maria Woodside-Oriakhi, hereinafter referred to as "UB",

WHEREAS both Institutions entered into a memorandum of understanding on 13 OUT 2025, for the promotion of academic, scientific, technical and cultural cooperation, which objectives are, pursuant to Section 1 thereof, to establish an institutional relationship between the parties, so as to enable the joint development of training, research, technical and cultural programs, projects and activities, as well as to stipulate the methods and means to carry out such programs, projects and activities, especially the development of research, training activities and academic exchanges,

WHEREAS the exchange of students to participate in training activities, internships, visits and other activities of academic, scientific and technical improvement is provided in Section 2 of said cooperation agreement among the forms of collaboration in order to accomplish the objectives thereof,

WHEREAS both Institutions wish to broaden and deepen their institutional relationship, aiming to promote their continuous strengthening, enhancement and advancement by fostering the exchange of students on undergraduate and graduate level in all study areas or degree programs that are equivalent, similar or compatible between them,

WHEREAS Section 3 of the abovementioned memorandum of understanding provides that the development of programs, projects and activities listed in the previous section thereof (e.g., exchange of students) shall be formalized by means of the execution of specific cooperation agreements that must explicitly mention that very memorandum of understanding,

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

SECTION 1 – Purpose

This Agreement establishes, governs and promotes the exchange of undergraduate and graduate students in all study areas or degree programs that are equivalent, similar or compatible between the Parties, except for Medicine at UFSCar, so as to attend courses, take part in research activities and/or do academic internship/practicum at the host institution

under the memorandum of understanding between them executed on 13 OUT 2025 for the promotion of academic, scientific, technical and cultural cooperation.

SECTION 2 – Coordination

In order to coordinate the implementation of this Agreement and the pursuit of its purpose, UFSCar indicates the Head of its International Relations Office, and UB indicates the Executive Director of Global Studies and Programmes.

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

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 students from any institution in mobility at the other, at any time, shall be two (2) undergraduate students and two (2) graduate students.
- II. The length of stay at the host institution shall comprise up to two (2) consecutive semesters or one (1) academic year.
- III. The coordinator at the home institution will select the students who apply for exchange. Such selection shall be based on their academic performance. The final acceptance (admission) of each selected applicant will be decided by 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 before the arrival of the corresponding students at the host institution providing for the activities to be executed at said institution.
- V. Students 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 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, 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 from the other institution.
- IX. Students participating in the exchanges will bear the costs referring to their own participation in said activity, *e.g.*, travels, housing, food, transportation, insurance, 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.

SECTION 4 – Confidentiality of information, intellectual property rights and publications

- I. Both Parties ensure that themselves, their respective employees and agents, as well as any other person in connection with the Parties, will respect the confidentiality of all the information, data, projects, know-how and any other information or documents provided by either Party to the other under this Agreement. Both Parties shall not disclose such information, documents, data, projects and know-how to third parties without the prior written consent of the Disclosing Party.
- II. Throughout the duration of this Agreement and for five (5) years after its termination, both Parties shall keep strictly confidential the confidential information exchanged between them or generated by them hereunder. Both Parties shall not directly or indirectly disclose such confidential information to third parties or make it public without the prior written consent of the Disclosing Party, or use such confidential information for purposes not set forth in this Agreement, except under a legal rule or court order.
- III. Notwithstanding the previous provisions, information will not be deemed confidential if:
 - a) it is publicly known or is known by the Receiving Party before its receipt, without any breach of this Agreement;
 - b) it becomes publicly known in the future, without either Party being responsible for its disclosure.
- IV. If a court order requires the Parties to disclose confidential information to third parties, the Party receiving the court order shall communicate the Disclosing Party about such court order and take all the appropriate legal actions, at its own expenses, in order to prevent disclosing said confidential information or, where it is not possible, disclose only the piece of information that is strictly necessary to comply with such court order.
- V. Any data, technology, technical and commercial information, software, procedure and routine, registered or not, belonging to any of the Parties and/or to third parties, but under the responsibility of this Party, prior to the effective date of this Agreement, and which has been disclosed to the other Party for the sole purpose of supporting the development of programs, projects or activities hereunder, will remain belonging to the Party that has possessed such goods already.
- VI. The Parties hereby agree that any result able of being protected by intellectual property rights, resulting from programs, projects or activities developed under this Agreement, will be jointly owned by UFSCar and UB. 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.
- VII. By signing this Agreement, UB explicitly acknowledges that UFSCar features an innovation agency, which is in charge of managing said university's policy on innovation. As a consequence, any further result arising from the development of this Agreement, which may become property of both Parties, shall be communicated to UFSCar Innovation Agency, so as to execute the appropriate procedures to protect such result.



- VIII. The Parties shall communicate each other about the generation of any new process and/or product able of being protected by intellectual property rights resulting from the development of programs, projects or activities hereunder.
- IX. Provided that clauses on confidentiality stipulated in this Agreement are observed, both Parties are entitled to publish or present results from the development hereof. Any publication or presentation resulting from this Agreement shall mention the cooperation set forth herein, as well as duly protect proprietary information or intellectual property regarding those results or confidential information disclosed by either Party.
- X. Any publication or presentation by any Party of any result jointly obtained under this Agreement requires the prior written consent from the other Party. Thus, the Party wishing to publish or present such results shall show the content of the publication or presentation to the other Party, which will give its consent or disallow the publication or presentation, along with the corresponding reasons, within sixty (60) days from the date when it receives the content of the publication or presentation in an electronic document. In the event that such decision is not communicated within the abovementioned period, the publication or presentation of said document will be deemed authorized.

SECTION 6 – Duration

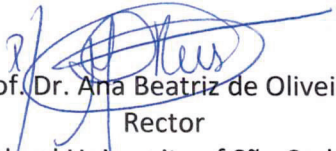
This Agreement is valid as from the date of the last signature by both Parties and will remain in force for five (5) years.

SECTION 7 – General provisions

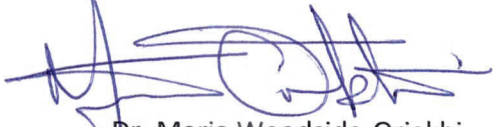
Clauses and conditions of the memorandum of understanding to which this Agreement explicitly refers will apply subsidiarily to the exclusion of formal employer-employee relationship between any person from either Party and the other Party concerning the participation in any activity under this Agreement, financial obligations from either Party to the other and the funding of activities hereunder, implementation of any amendments hereto including the extension of the duration hereof, early termination hereof and the settlement of disputes arising out from the interpretation or execution of this Agreement.

Both Parties sign this agreement in four identical copies, two in Portuguese and two in English, to the same effect.

São Carlos, São Paulo (Brazil), 13 OUT. 2025


Prof. Dr. Ana Beatriz de Oliveira
Rector
Federal University of São Carlos
Prof. Dra. Maria de Jesus Dutra dos Reis
Reitora em Exercício - UFSCar

Nassau, (The Bahamas),


Dr. Maria Woodside-Oriakhi
Provost and Vice President, Academic Affairs
University of The Bahamas