

UFSCar	
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AGREEMENT FOR STUDENT EXCHANGE PROGRAMME BETWEEN THE FACULTY OF ENGINEERING TECHNOLOGY AT KU LEUVEN AND UFSCar, FOR THE GRADUATE PROGRAM ON MECHANICAL ENGINEERING

This agreement has been entered into between *Katholieke Universiteit Leuven* (Belgium), for the Faculty of Engineering Technology, situated at W. De Croylaan 56 E, 3001 Leuven, Belgium, here represented by Prof. dr. ir. Bert Lauwers, dean.

and

Universidade Federal de São Carlos (Brazil), for the Graduate Program on Mechanical Engineering, situated at 235 km Washington Luís highway, 13565-905 São Carlos, State of São Carlos, Brazil, here represented by Prof. Dr. Wanda Aparecida Machado Hoffmann, rector.

Both parties are called hereafter "the Parties".

Whereas the Parties agree to establish a mutual student exchange programme for the educational and cultural enrichment of both universities under the following terms.

Whereas this agreement aims to specify, on the level of faculties and graduate programs, the cooperation agreement with regard to the aspect of student exchange between the Parties.

1. Duration of the exchanges

Each Party agrees to exchange individual students for a semester or an academic year, preferably on a one-for-one basis.

2. Balance in student number

Each year during the term of this agreement, each university may send up to 1 student each. The number of students may be modified by written and prior agreement between the Parties. Identity in numbers of exchange students is preferable.

3. Academic status

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. Credits toward the students' degrees in the home institution are to be awarded by the home institution. Students are expected to maintain the equivalent of a full time course load at the host institution.

4. Tuition

Students participating in this exchange shall be exempt from paying to the host institution any tuition and regular academic fees.

5. Other expenses

Each university shall make a reasonable effort to assist students participating under the terms of this agreement, by providing them with information and guidance, in finding suitable living accommodation. The payment of such housing together with the payment for all travel, adequate health insurance, books and other educational matters, and food and subsistence costs shall be at the exclusive charge of the individual students participating in the programme, and neither university can be held liable for such charges. Students selected shall prove to the home institution that they have adequate funds for transportation to and from the home institution and for subsistence during their exchange stay. Students must also provide any financial documentation required by the host institution for visa purposes. Obtaining and maintaining appropriate visa status is the responsibility of the students.

6. Eligibility



Participating students will be selected by their home institutions on the basis of the following criteria, although there may be exceptions in appropriate cases. The selection of the students should be grounded in the following criteria:

- a. academic merit;
- b. language ability;
- c. learning motivation and motivation to learn at the host institution.

7. Selection

Participating students seeking admission to the host institution under the terms of this agreement shall meet all specific requirements set down by the host institution, including language proficiency as specified by the host institution. Each Party reserves the right to reject candidates, in which case, further candidates may be proposed. The exact programme of study will be determined by the student with mutual approval of his or her supervisors, academic advisors or educational staff at the home institution and the host institution.

8. Evaluation

The Parties will provide each other with adequate information on the performance of participating students, including a transcript (or its equivalent) as soon as practicable after the students' completion of the exchange.

9. Compliance with regulations

Students participating under the terms of this agreement shall be subject to the rules, regulations, and codes of conduct of the host institution. The host institution shall have the right to dismiss any student who violates the host institution's policies and rules. In the latter case, it will notify the home institution of the dismissal within one week time.

Exchange students will have the same rights and privileges enjoyed by other students enrolled in the host institution.

10. Liability

While each Party undertakes to bring to the notice of their students the rules and regulations of the host institution, each faculty/graduate program acknowledges that the other is not liable for any loss, damage, cost or expense whatsoever, incurred by or attributable to any behaviour or omissions by any of the students exchanged in accordance with this agreement.

Neither Party shall be liable for any failure or delay in performance of any duties under this agreement arising from or attributable to causes beyond the Party's control that could not have been avoided by the exercise of due care, including, but not limited to, natural disasters; riots; war; epidemics; terrorist activities; government restrictions; failure of suppliers, subcontractors, or carriers; or the like. The impacted Party shall give the other Party notice of the failure or delay as soon as possible

11. Notices

The Faculty of Engineering Technology at *Katholieke Universiteit Leuven* and the Graduate Program on Mechanical Engineering at *Universidade Federal de São Carlos* shall be responsible for the administration of this exchange programme. All notices provided for in this agreement or being made in relation thereof, must (i) be sent in writing by registered letter (with return receipt) or (ii) be handed over in writing in return for a proof of receipt.

12. Insurance

Students will be required to provide proof of adequate health insurance effective for the duration of their exchange programme, under terms to be specified by each host institution, and party liability insurance upon arrival.

13. Modification



This agreement can be modified at any time in prior writing signed by both Parties.

14. Term of contract

This agreement shall take effect as of the date when it is signed by both Parties and be valid for a period of 5 years. During the one but last year, renewal for an additional 3-year period will be considered.

However, any students who have started their exchange experience at either Party at the date of termination may complete their courses of study.

15. Assignment

Neither Party may assign any of its rights or delegate its duties under this agreement without the written consent of the other Party.

16. Scope of agreement

This agreement contains the full agreement between the Parties with regard to the cooperation relation between the Parties. This agreement replaces all previous agreements, communications, correspondence, (oral or written) offers or other communications exchanged between the Parties with regard to matters relating to this agreement.

17. Partial invalidity

If one or more of the provisions of this agreement is declared to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and of the remaining part of the agreement shall not in any way be affected.

Provisions that are declared to be invalid, illegal or unenforceable remain binding and enforceable to the extent permitted by law.

The Parties undertake to replace the invalid, illegal or unenforceable provisions both as to their content and to their purpose, by valid, legal and enforceable provisions which approach the Parties' intention to the maximum extent possible.

In witness whereof, the authorized representatives of the Parties have executed this agreement on the date(s) indicated below. Done on in two (2) initialled and executed originals in English and two (2) initialled and executed originals in Portuguese, each Party acknowledging having received one original in each language.

For KU Leuven, Faculty of Engineering
Technology
Prof. dr. ir. Bert Lauwers

Dean

Date: 03/10/2019



For UFSCar

Prof. Dr. Wanda Aparecida Machado
Hoffmann
Rector

Date: 10. Sep. 2019

For UFSCar, Graduate Program on
Mechanical Engineering
Prof. Dr. Carlos Eiji Hirata Ventura
Coordinator

Date: 10. Sep. 2019



