

AGREEMENT ON SCIENTIFIC AND ACADEMIC COOPERATION

Between

UFSCar – Federal University of São Carlos, having its head office located at: 235km Rodovia Washington Luís, 13565-905 São Carlos, State of São Paulo, Brazil, **represented by Prof. Ana Beatriz DE OLIVEIRA, Rector**, hereinafter referred to as UFSCar,

and

AgroParisTech – National Institute of Technology for Life, Food and Environmental Sciences, a public scientific, cultural and professional institution under the administrative supervision of the Minister of Agriculture, having its head office located at: 22 place de l'Agronomie, 91120 Palaiseau, France, **represented by Dr. Laurent BUISSON, Dean and Executive Director**, hereinafter referred to as AgroParisTech,

Hereinafter jointly referred to as the "Parties" or "Institutions".

Considering the existing cooperation between the Parties and the will to strengthen this collaboration;

Considering the will of the Parties to develop cooperation activities in the research and teaching fields;

Considering the will of the Parties to promote and foster master and PhD level student exchanges;

Considering the will of the Parties to promote and foster professors' and researchers' exchanges particularly for teaching purposes;

NOW THEREFORE, the Parties hereby agree to the following:

ARTICLE 1 – Object

The purpose of this agreement is to define and lay out the terms and conditions of the cooperation between the Parties.

This cooperation occurs in all fields deemed of common interest by both Parties, be it academic or research activities.

ARTICLE 2 – Student Exchanges

The Parties agree to promote and foster in particular master-level-student exchanges.

Students can carry out exchanges for one or up to two study semesters. These exchange programs result in a learning agreement being drawn up and signed by the exchange student and both Institutions. The learning agreement indicates the courses agreed upon by all Parties and the number of credits and/or courses to be validated and assessed. These items will be taken into account by the home Institution as part of the student's curriculum for graduation.

These exchanges do not entail the payment of any tuition fees at the receiving Institution.

Both Institutions can also welcome students for internships provided they comply with each Party's applicable regulations.

Exchanges can also be carried out by PhD students, but the terms and conditions shall be determined on an individual basis.

ARTICLE 3 – Staff Exchanges

The Parties agree to facilitate staff exchanges between their Institutions, mainly those of scientists and professors.

Both Institutions can receive, for a time period determined on an individual basis, staff members from the other Institution for research, teaching and institutional cooperation purposes. The designated staff members shall receive their home Institution's authorization beforehand. This type of exchanges shall be carried out in accordance with the statutes and regulations of the host institution.

ARTICLE 4 – Intellectual Property

The Parties shall retain all rights, titles and interests in their intellectual property. Specific details about ownership and sharing of any intellectual property shall be included in a specific agreement.

ARTICLE 5 – Data Protection

The Parties shall respect the General Data Protection Regulation (GDPR – REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016), and the General Personal Data Protection Law (LGPD – LAW (BRAZIL) 13709/2018 OF THE FEDERATIVE REPUBLIC OF BRAZIL of 14 August 2018). The Parties shall collaborate in good faith for this purpose within the scope of the execution of this agreement.

In no event shall the Parties be liable in accordance with this agreement, should the GDPR and LGPD prevent them from carrying out one of their obligations under this agreement.

ARTICLE 6 – Financial Provisions

Both parties will combine their efforts to seek financial means from various organizations in order to carry out and facilitate the activities mentioned in this agreement.

ARTICLE 7 – Implementation Terms

The implementation of activities within the framework of this agreement can be amended in order to stipulate specific implementation procedures and conditions.

If the nature and importance of certain activities warrants it, the Parties can decide to set up a specific agreement accordingly.

ARTICLE 8 – Settlement of Disputes

To resolve any problems that may arise in the implementation and interpretation of this Convention, the Parties will endeavor to find a consensual solution. The parties will appoint a natural person as mediator, if certain disagreements cannot be resolved.

ARTICLE 9 – Coordination

The coordinators of this agreement are:

- For AgroParisTech: Ms. Marine GODAUX (International Relations Director)
- For UFSCar: Prof. Márcio WEBER PAIXÃO (Head, International Relations Office)

Each Party shall inform the other Party if its coordinator changes.


ARTICLE 10 – Duration and Termination

The agreement will come into effect for a period of five (5) years upon its signature by the Parties and according to each Party's internal applicable regulations. The agreement can be modified by means of an amendment signed by both Parties.

The agreement can be terminated before its term by one of the Parties provided a 6-month notice along with return receipt. Such a termination does not prevent the progress of the activities developed beforehand.

The present Agreement is signed in four (4) copies in English (2) and in Portuguese (2), each of which is an original. All of them shall have equal legal validity. Each Party keeps one original version in both languages.


16.04.24
Dr. Laurent BUISSON
Déan and Executive Director
AgroParisTech


26/07/2024
Prof. Ana Beatriz DE OLIVEIRA
Rector
UFSCar