



**AGREEMENT OF FRIENDSHIP AND COOPERATION  
IN THE FIELD OF HIGHER EDUCATION**

BETWEEN

**Federal University of São Carlos  
(Brazil)**

<b>UFSCar</b> N.º: 095/2022 Processo: 23112.007171/2021-31
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AND

**West University of Timisoara  
(Romania)**

Taking into consideration the mutual necessity to enlarge and enforce cooperation in Higher Education and research between Brazil and Romania, as well as the universities' acknowledged mission to provide relevant contributions toward the development of bilateral international projects in Higher Education and research, the present Memorandum of Understanding (hereafter referred to as the "Agreement") has been established between:

The **Federal University of São Carlos**, *Rodovia* Washington Luís km 235, 13565-905 São Carlos, state of São Paulo, Brazil, CPNJ nr 45.358.058/0001-40 represented by Professor Ana Beatriz DE OLIVEIRA, PhD, Rector

and

The **West University of Timisoara**, Bd. Vasile Pârvan 4, 300223 Timișoara, Romania, VAT nr. 4250670 represented by Professor Marilen-Gabriel PIRTEA, PhD, Rector;

together referred to as "Parties" and each as "Party".

**Article 1: Purpose of the Agreement**

The Federal University of São Carlos and West University of Timisoara agree to cooperate in the fields of Higher Education and research with the purpose of promoting mutual understanding, academic and cultural exchanges, as well as international mobility.

**Article 2: Object of the Agreement**

The Parties signing this Agreement have acknowledged that this document is meant to create the framework for a solid and efficient long term international relationship.

Hence, within the framework of the Agreement, the Parties agree to cooperate in higher education and research.

The cooperation plan consists in:

1. the development of integrated teaching and research activities meant to enhance the academic expertise of the involved communities following consultations on potential exchanges of academic information, reference materials, teaching and research know-how, a.o.;

2. the development of academic mobilities (for teaching and research staff, undergraduate and graduate students);
3. the development of a framework for mutually agreed PhD curricula, co-supervision of theses and other forms of joint academic programs;
4. the mutual promotion of each Party's Higher Education and research programs.

Special attention will be devoted to the organization of:

1. joint activities;
2. mutual teacher, researcher and student short and medium-term visits in the Parties' research centers and libraries, with a view to deepening the Parties' scientific cooperation;
3. conferences, workshops, roundtables for presentation and discussion of scientific activity;
4. courses and seminars by professors and researchers of the two Parties in the academic programs of the other Party;
5. summer schools;
6. joint publications, access to each Party's scientific publications in the language of the other Party;
7. book and journal exchanges.

### **Article 3: Exchange of Staff and/or Students**

In order to fulfill the cooperation projects, the Parties may agree to a temporary exchange of staff and/or students, who will continue to be considered employed/enrolled by the institution of origin for the duration of the exchange. Such exchanges will be organized through proposals which will include the terms and conditions for the mobility of staff and/or students, pending the approval of both Parties.

The Parties agree to exchange a maximum of 2 (two) members of the academic/research staff for a period of 2 (two) weeks, and a maximum of 4 (four) BA students, 4 (four) MA students and 4 (four) PhD students for a period of 6 (six) months, according to the academic calendar of the host university.

The Parties acknowledge and agree that, as they develop the mutual implementation plan, the following issues must be addressed:

Home university is responsible with:

- a) selection of candidates;
- b) organization of mobility abroad;
- c) monitoring during mobility abroad;
- d) evaluation of mobility results.

Host university is responsible for:

- a) provide document(s) for selected candidates obtaining visa permits (if necessary);
- b) provide accommodation (upon request) in the university residence hall, where possible: free of charge for the mobility of personnel, and at the monthly rate established for the respective academic year, for the mobility of students;
- c) provide access to classes within BA, MA and PhD programs;
- d) provide access to the institution's teaching and research infrastructure;
- e) provide document(s) (*e.g.*, transcript of records) informing the activities developed by each student during his/her mobility and, where applicable, also the result of the evaluation of his/her performance in such activities. Where necessary or requested, this responsibility may apply when academic/research staff participate in the exchange, to the possible extent.

Proposals for collaborative work under this Agreement will be submitted to the representatives designated by each institution, to assure conformity with the aims and purposes expressed above.

**Federal University of São Carlos**  
Professor Márcio WEBER PAIXÃO, PhD

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**West University of Timisoara**  
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ANCUȚA

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Each participant in the exchange is responsible for all costs regarding travel arrangements, insurance, visa permit (if necessary) and subsistence.

This article excludes exchanges under the framework of the Erasmus+ program.

#### **Article 4: Duration and Amendment of the Agreement**

This Agreement is signed to promote cooperation between the two institutions with the aim of pursuing the common objectives expressed in the preamble. It reflects the mutual intentions of the Parties, which they each commit themselves to carrying out.

This Agreement becomes effective when signed by the representatives of the two Parties and shall remain in effect for a period of five years from the date of the latest signature (the “Anniversary Date”), being renewable for a further period of five years by means of amendment or addendum signed by both Parties.

This Agreement may be amended at any given time by mutual consent in writing. The Agreement may be modified only upon previous approval by the competent authorities of the Parties.

Each of the Parties is entitled to terminate the Agreement by six months’ notice prior to the date of termination along with return receipt.

#### **Article 5: Use of Intellectual Property**

Pre-existing Intellectual Property:

Except for rights expressly granted under this Agreement, each Party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside its scope.

Independently Developed Intellectual Property:

Any Intellectual Property developed under this Agreement solely by one Party, without the participation of the other Party, is and will remain the sole and exclusive property of the developing Party.

Jointly Developed Intellectual Property:

In the event that the Parties jointly develop Intellectual Property, the Parties will engage in good faith negotiations to establish their respective rights. In the event the Parties cannot reach an agreement with regard to such jointly developed property, each Party will have equal ownership and rights in what such Intellectual Property is concerned, without further obligation and without a duty to account to the other Party.

#### **Article 6: Dispute Resolution**

The Parties will attempt to resolve any dispute resulting from or relating to this Agreement through negotiations between senior executives of the Parties, who have authority to settle such issues.

If the matter is not resolved by negotiation within 30 business days of receipt of written *invitation to negotiate*, the Parties will attempt to resolve the dispute in good faith through a joint Alternative Dispute Resolution procedure.

**Article 7: Equal Opportunity**

Both Parties subscribe to the policy of equal opportunity and will not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion or national origin. Parties will abide by these principles in the administration of this Agreement and neither will impose any criteria for the exchange of students or staff that might violate the principles of non-discrimination.

**Article 8: Final Provision**

The Parties consider this Agreement to be a declaration of intent rather than a legally or financially binding document regarding joint activities.

Nothing in this Agreement shall diminish the full authority of either Party.

In all cases, this Agreement is applicable only in part where it does not contradict national legislation of either Party.

**In witness whereof, both the Parties do hereby sign this Agreement in originals in English and Portuguese, at least 1 (one) in each language for each Party.**

Signed in São Carlos, state of São Paulo, on the August 8, 2022, in originals in English and Portuguese.

Signed in Timisoara on the August 10, 2022, in originals in English and Portuguese.

**Federal University of São Carlos  
Professor Ana Beatriz DE OLIVEIRA, PhD  
Rector**

**West University of Timisoara  
Professor Marilen-Gabriel PIRTEA, PhD  
Rector**



**Signed by:** EUGEN COSMIN ENACHE  
**Email:** cosmin.enache@e-uvt.ro  
**Signing time:** 10-08-2022 12:25:55  
**IP address:** 85.120.207.226

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**Anniversary Date of this Agreement:** .....