



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDADE FEDERAL DA BAHIA (UFBA),
(BRAZIL)
AND
ESPOL - INSTITUT CATHOLIQUE DE LILLE
(FRANCE)**

UNIVERSIDADE FEDERAL DA BAHIA, hereinafter referred to as UFBA located at Rua Augusto Viana, s/n - Palácio da Reitoria, Canela, Salvador - CEP: 40110-909, represented by Prof. Paulo César Miguez de Oliveira, Rector, and ESPOL - INSTITUT CATHOLIQUE DE LILLE, hereinafter referred to as "ESPOL", located at 60, Boulevard Vauban, Lille, represented by Andrew GLENCROSS, Director, in recognition of their common interest in developing bilateral relations and convinced that cooperation between universities contributes to cultural enrichment, scientific progress, and the consolidation of friendship between countries, agree to establish the following Memorandum of Understanding ("MOU").

I. GENERAL STATEMENT

- A)** This MOU will promote activities in the following principal areas:
- Exchange undergraduate and graduate students at the bachelor's and master's levels
 - Exchange of faculty
 - Collaborative research, instructional and cultural programs, including execution of activities of mutual interest.
- B)** All activities developed under the auspices of this MOU will respect and conform to the corresponding norms, traditions, and regulations of each University. The purpose of this MOU is to express the intentions of the Parties and is not intended to be legally binding. This MOU imposes no financial obligations on either Party. Both Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.
- C)** The terms of cooperation for each specific activity contemplated under this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such activities agreed upon will be recorded and governed by a separate agreement executed by both Parties and may be attached to this MOU in the form of an Appendix.

Each Party shall designate the following liaison officers in order to develop and coordinate the specific activities agreed upon:

For ESPOL – Dr. Andrew GLENCROSS

For UNIVERSIDADE FEDERAL DA BAHIA (UFBA) - Profa. Dra. Wlamyra Albuquerque, Superintendent of International Relations

Officials of the parties shall correspond or meet whenever necessary to ensure the effective implementation of the specific programs.

D) This MOU will remain in effect for five (5) years from the signature date below. It may be renewed by the Parties for a further five (5) years if agreed upon by both in writing.

Either Party may terminate this MOU by giving the other Party six (6) months' written notice, unless an earlier termination is mutually agreed upon in writing by both Parties.

Any amendments or variations of this MOU will be made by obtaining the consent of both Parties, incorporated in a written instrument, signed and dated by both Parties.

E) Neither Party shall use the name, marks, or logos of the other Party or its affiliates, explicitly or by implication, nor make any public announcement or statement or publish or release any information in relation to this MOU or any proposed activity or proposed collaboration hereunder without previous communication between the Parties. This communication by a Party for the use of its name, mark or logo does not confer upon the other rights, goodwill or other proprietary interest in the first-mentioned Party's name, mark or logo and use of such name, mark, or logo must comply with the first-mentioned rules and regulations and policies. The publication of joint scientific papers at conferences and on journals have to be agreed by both the Parties with previous communication, where requested by one of the Parties.

Each Party shall keep confidential any information that it receives from the other Party which is marked confidential or which a Party notifies the other Party is confidential. The obligation of confidentiality herein shall survive the termination of this MOU and shall remain binding on the Parties.

Each Party shall be responsible for its own costs and expenses incurred or incidental to the preparation and execution of this MOU and any agreements executed pursuant to this MOU.

Each Party shall further bear its own costs, expenses, risks and liabilities incurred as a result of any actions taken or obligations assumed directly under this MOU. Neither Party shall have any right to any reimbursement, payment or compensation of any kind whatsoever from the other Party for any cost or expense which may be incurred or sustained directly arising under this MOU.

Both Parties agree to work in a collaborative fashion and will keep each other fully informed of all activities pursued by either Party hereunder and comply with all laws and regulations in connection with the activities pursued hereunder. The parties

agree that any intellectual property developed hereunder or services rendered for a fee will be a part of a separate Agreement executed by the Parties.

Each institution is acting as an independent contractor hereunder and neither of the institutions hereto, nor their respective employees, shall be construed to be the agent, employee or representative of the other.

Each Party shall comply, at its own cost and expense, with the provisions of all laws, ordinances, regulations and orders that govern the provisions of its duties under this Agreement as dictated by its country or locality. Each Party shall take all measures necessary to promptly remedy any violation(s) of any such law, ordinance, rule, regulation or order.

This Agreement is not intended to be exclusive and each Party reserves the right to enter into similar Agreements with other institutions for similar programs.

II. STUDENT EXCHANGE

A) DURATION OF EXCHANGES

The exchange for individual students will last for one semester and may be extended for another semester, depending on the availability of semester places. UFBA exchange students will come to ESPOL during the spring or autumn semester, which runs from September to mid-December (including the exam session) or the spring semester (early January to early July) - including the examination session and the re-evaluation session for both semesters). ESPOL students will come to UFBA during the first semester (March to July) or the entire second semester (August to December) of regular school

B) NUMBER OF SEMESTER SPACES TO BE EXCHANGED

The number of semester spaces to be exchanged will be set by mutual agreement between the two institutions. Both institutions commit to guaranteeing a maximum number of semester spaces to be exchanged each year with the other institution. ESPOL guarantees a maximum number of four (04) semester spaces for exchange students coming from UFBA, while UFBA guarantees a maximum of four (04) semester spaces for exchange students coming from ESPOL each academic year. However, in the perspective of a renewal of the agreement after ten years, both parties are open to consider the possibility of respecting parity in the number of semester spaces in the future. Any imbalances shall be revised by the Exchange Coordinators of each institution and resolved by the end of the period of agreement.

Concerning the procedure for managing the exchange of semester spaces, each institution will be notified of the names of recommended students at least three months prior to the intended commencement of the exchange period. Each school will determine which of its students will be eligible to participate in the exchange and what course credits will be awarded.

C) COMPENSATIONS FOR POTENTIAL IMBALANCES IN THE EXCHANGES

As mentioned above, for the first three years of the agreement, each party is prepared to consider a disparity in the number of semester spaces to be exchanged in any given semester or academic year. There will be no financial compensations for imbalances in the exchanges.

D) STUDENT PROGRAM FEES/BENEFITS AT HOST INSTITUTION

Each student will pay his or her regular tuition fees to the home institution and will receive the usual benefits from the host institution. Additional fees for special programs (such as summer schools or vocational training programs), any incidental fees, travel, housing, and meal cost will be the responsibility of the exchange student. The host institution agrees to arrange accommodation in the residence halls or assist in finding appropriate off-campus accommodations.

E) DOCUMENTS

The host institution will provide all necessary documents for visa purposes after receiving all required documentation on a timely manner. Students will be responsible for obtaining visas once they are in possession of these documents.

F) VACATION PERIODS

The individual student will be responsible for his or her own housing and meal arrangements and costs during vacation periods.

G) INSURANCE

Each participant must purchase the medical/health insurance required by the host or receiving institution. Each participant will pay for his/her own health and accident insurance. The student must pay whatever medical/health insurance costs may not be covered by insurance. The host university will not be responsible for exchange students' voluntary participation in extracurricular activities.

H) DEPENDENTS

The obligations of each institution under this agreement are limited to the exchange of students and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the exchange student.

I) STUDENT ELIGIBILITY

It is understood that both institutions will strive to designate only well qualified students for participation in the program and that academic backgrounds as well as letters of recommendation may be provided to the host institution. Students must meet language proficiency requirements as established by the host institution.

J) ACADEMIC STATUS OF STUDENTS

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 student's degree are to be awarded by the home institution. Students are expected to maintain the equivalent of a full course load at the host institution. Students enrolled in the host institution will be subject to the same rules and regulations as local students.

K) PRIVACY OF STUDENT RECORDS

The contracting parties declare to comply with the GDPR (General Data Protection Regulation) of 27 April 2016 on the protection of individuals with regard to the processing of personal data, with the law "Informatique, Files et Libertés" (information technology, data files and civil liberties) n ° 78-17 of January 6th, 1978 modified and with the Law 1581 of 2012 together with the corresponding regulatory decrees.

In doing so, the institutions undertake to protect the personal data necessary for the implementation of their partnership agreement, in particular by using them only for the goal of achieving the same purpose.

In particular, we draw your attention to compliance with the following points, however, this does not constitute an exhaustive list:

1. **Data collection:** The parties commit themselves to collect only the data which will be useful and essential for the establishment of the partnership agreement and to not reuse the data for other means or in an exterior setting other than the aforementioned purpose.
2. **Refrain from 'sensitive' data collection:** the parties undertake not to collect data relating to racial or ethnic origins, political, philosophical or religious opinions or trade union membership, or concerning the health or sex life of individuals unless the persons concerned have given explicit consent to the processing of such personal data for one or more specific purposes and that such processing is necessary for the purposes of preventive medicine or occupational health, the assessment of the worker's work, medical diagnoses, health or social care.
3. **Confidentiality and restriction of access:** Access to data will be secured and restricted to the persons of the university in charge of the establishment of the partnership agreement. Each university ensures that those who have access to the data respect total confidentiality of the data.
4. **Retention and Deletion:** Each party will ensure that personal data is retained only during the time to prepare the file and while the student is present, after that the data must be deleted or saved for the necessary amount of time to achieve the above purpose; based on the partnership agreement.
5. **In case of breach of data:** The concerned party will notify the partner university within 48 hours following the discovery of the violation.
6. **Rights of data subjects:** Each party undertakes to allow the data subjects affected by the data collection process to assert their right to access the information stored, by informing them in advance.

L) EXCHANGE COORDINATOR

Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange including the counseling of the exchange participants on demand. For ESPOL, the Academic Coordinator will be Dr. Michael Holmes, Co-Head of International Mobility of ESPOL (who will be responsible for all the academic and pedagogical aspects of the exchange), and the Administrative Coordinator will be Mr Robin CASTELEYN (who will be responsible for the logistic and administrative aspects of the exchange, such as for instance student visas, housing, etc).

For UFBA the Academic Coordinator will be Betania Almeida, International Relations coordinator (who will be responsible for all the academic and pedagogical aspects of the exchange), and the Administrative Coordinator will be Marta Cunha (who will be responsible for the logistic and administrative aspects of the exchange, such as for instance student visas, housing, etc).

III. EXCHANGE OF FACULTY AND ACADEMIC STAFF

The parties agree that faculty members of the partner institutions may be invited for short-term teaching and research assignments. Assignments by semester are also possible. Payment for teaching is to be made by the home institution and shall be negotiated by the schools on a case-by-case basis. Faculty teaching at the host institution may receive housing from the host institution, and, to the extent reasonably practicable, the host institution will provide access to resources generally provided to the host institution's faculty.

The persons on exchange will take responsibility for making feasible the necessary financial support of the exchange, such as aid for travel expenses and insurance, including those of their partner and/or dependents, unless the home institution expresses a different policy regarding financial support. The host university and home institution are not obliged provide any kind of funding and will not be responsible for the faculty or staff's voluntary participation in extracurricular activities.

IV. ADDITIONAL ACTIVITIES

All additional cooperative activities - especially in research, administration, and service - are to be handled in a corresponding way on an individual basis. Situations not otherwise specified herein may be separately negotiated.

V. DURATION

- A) This MOU is established for a period of ten years, effective on the date of signing. The exchange program shall start from spring semester 2023-2024 either for one or for both institutions. If one of the two parties is not ready for sending abroad its students in the framework of the exchange program already in the academic year 2023-2024, the other institutions guarantees not to exceed the maximum number of four (04) semester spaces, 04 per semester to be exchanged for the first academic

year with the other institution. This will not entail a financial compensation by any of the two institutions.

- B) In order to enhance the efficacy of their cooperative activities, UFBA and ESPOL agree that it should be possible to amend this MOU by means of mutually agreed upon additional written clauses.
- C) At the end of the ten-year period, the outcomes of the cooperation should be assessed and the agreement may be renewed in writing for an additional period. Either Party may terminate this MOU as set forth in Paragraph I(D) above. Termination of this agreement shall not affect activities already in progress.

This MOU was signed in four versions, two (2) versions in English and two in Portuguese, both equally valid, and of which each university adopted one in each version. Each university may accompany the signed Agreement with a translated version for internal reference purposes, always recognizing the English version as having legal authority.



Patrick Scaufflaire
Recteur
INSTITUT CATHOLIQUE DE LILLE



Paulo Cesar Miguez de Oliveira
Recteur
UNIVERSIDADE FEDERAL DA BAHIA

Date :



Andrew Glencross
Directeur
ESPOL