

INTER-UNIVERSITY COOPERATION AGREEMENT

BETWEEN:

UNIVERSITÉ DU QUÉBEC À CHICOUTIMI, a public education institution according to *An Act Respecting the Université du Québec (CQLR, c U-1)*, headquartered at 555, boulevard de l'Université, Saguenay, (Québec) Canada G7H 2B1, acting on the authority and here by represented by Mrs Nicole BOUCHARD, Rector and Mrs. Guylaine Boivin, Director of International office, duly authorized for the purposes, as stated

Hereinafter referred to as: "UQAC"

AND

UNIVERSIDADE FEDERAL DA BAHIA, a public scientific, cultural and professional institution headquartered at Palácio da Reitoria - Rua Augusto Viana, s/n, Salvador - Bahia - Brazil - CEP: 40110-909, acting on the authority of and hereby represented by Mr. João Carlos Salles Pires da Silva, Rector, duly authorized for the purposes, as stated,

Hereinafter referred to as: "UFBA"

PRELIMINARY STATEMENTS:

The Université du Québec à Chicoutimi and UFBA declare that they are university education and research establishments which have their own juridical personalities allowing them to sign cooperation agreements with foreign institutions.

- WHEREAS both establishments agree to promote the exchange of ideas, knowledge and scientific and technological experiments;
- WHEREAS the cooperation objectives shared by the two establishments are based on reciprocity and complementarity;
- WHEREAS UQAC and UFBA believe that it is in their mutual interest to, within the limits of their resources, encourage professor and student exchanges.

THE PARTIES AGREE TO THE FOLLOWING:

GENERAL PROVISIONS:

1. Objectives

The contracting establishments agree to cooperate with one another for the purposes of:

- carrying out joint research and/or teaching programs;
- exchanging human resources (lecturer-researchers, researchers, post-doctoral fellows, technical or administrative personnel);
- allowing student exchanges;
- in general, organizing any other type of collaboration that could help in reaching these objectives.

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2. Provisions for Staff Exchanges

- The establishments undertake to, within their financial means, greet the personnel in question and facilitate their stay. The conditions and terms of such exchanges will be determined by the contracting establishments in separate agreements, if necessary.
- Those participating in an exchange undertake to carry out the administrative formalities in effect before their arrival in the host country (visa, insurance, etc.). They will have to comply with the regulations of both establishments.

PROVISIONS FOR ESTABLISHING JOINT RESEARCH PROGRAMS

3. Activities

The contracting establishments encourage:

- carrying out research programs and sharing all information related to their results;
- exchanges of lecturer-researchers, researchers, technical or administrative personnel;
- the mobility of Ph. D. students and post-doctoral fellows;
- organizing regular meetings to discuss ongoing research;
- promoting seminars and symposiums on relevant research themes.

4. How Results are Used

- The publication of work carried out jointly, including obtained results, is accessible to and free for both parties. Publication can only be possible by preserving the rights of the author and both parties, in compliance with the laws in each of the two countries governing publishing and the protection of intellectual property.
- Unless provisions stating otherwise are agreed to, the parties undertake to respect the greatest confidentiality once joint work is published as such. To be precise, sharing unpublished results and/or information with a third party requires reciprocal written permission from legal representatives of both parties.

PROVISIONS FOR STUDENT EXCHANGES

5. Conditions for student participation

- Have completed, preferably, at least one year of full-time study in the program in which he/she is registered at the home university and must remain registered in the same program during his/her stay at the host university.
 - Have an excellent academic record.
 - Have adequate language skills in the host country's language, in which case he/she shall demonstrate or acquire functional language skills, except if the program in which he/she is registered in is, among others, a language acquisition program. For undergraduate programs at UQAC a minimum score of 605 in the *Test de Français international* (TFI) is necessary, which is equivalent to a level of B2 in the Common European framework of reference for languages. A few equivalents tests will be accepted.
 - Adhere to the specific requirements of both the home university and host university.
 - Comply with the regulations of the host university, its operations and culture.
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- Pay all fees required by the host university, including administration fees, no later than upon arrival at the host university.
- Pay for all personal transportation and living expenses (room and board).
- Comply at all times with laws and regulations in the host country (including residency permit, visa, health care insurance, *certificat d'acceptation du Québec*, etc.).
- To inform the home institution that will inform the host institution of any health, illness or disability problem that require services, support and / or facilities in addition to those already offered, and this, in order to verify if it is possible to ensure that the structure and the support needed are available; the host institution cannot guarantee that it will be able to offer services, support and / or facilities in addition to those already offered;
- The host university shall be entitled to expel a student for lack of compliance with its rules or policies or for misconduct. In such an event, the participating universities will have to attempt, prior to the expulsion, to resolve the situation and give the student the opportunity to be heard.

The expelled student will have to immediately return to his/her home university and will not be entitled to any type of allowance, compensation or refund for costs incurred.

6. Exchange program with no diploma issued by the host university

- The contracting establishments agree to encourage short-term student mobility for the purpose of studying. Students undertake to study full-time at the host university for at least one trimester/semester and a maximum of two trimesters/semesters.
- The student will take courses and carry out research at the host university with a view to earn a diploma from the home university.
- Upon request by the home university, the host university undertakes to send an official transcript to the home university for every student concerned by this exchange program. A diploma from the host university will not be issued.
- The number of student exchanges is based on reciprocity between the two establishments.
- Exchange students are registered at their home university and pay those tuition fees accordingly. Therefore, they are registered at the host university without having to pay tuition fees.

7. Exchange program with a diploma issued by the host university

- For exchange programs with a diploma issued by the host university, both parties agree that they will have to establish complementary agreements in order to specify the exchange programs, and the names and addresses of the entities involved. The parties undertake to respect these specific agreements and, if necessary, resort to dispute settlement measures as laid out in section 10.
- The possibility of obtaining a double degree may be considered. In this case, specific terms will be established in the complementary agreement.
- Students jointly selected by both institutions will take courses and carry out research at the host university with a view to earn a diploma from that university.
- The number of student exchanges is based on reciprocity between the two establishments.
- Exchange students will be registered at the host university where they will be required to pay tuition fees.

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- The Registrar of each participating university undertakes to forward to its counterpart at the other university the complete student files no later than sixty (60) days before the beginning of the university term.
- Upon request by the home university, the host university undertakes to send an official transcript to the home university for every student concerned by this exchange program.

8. FUNDING TERMS

- With a view to reach the objectives stated above, the contracting universities undertake to carry out the described activities within their means and in compliance with the regulations in force in each country.
- The contracting establishments mutually agree on the terms, procedures and sufficient funding, which are negotiated regularly.
- The funding needed to carry out the established activities will be solicited through programs implemented by the different national and international organizations (government departments, embassies, international organizations, territorial research groups, etc.).
- Staff members participating in these programs are paid by their home establishment or by a third party when possible.
- Each establishment must ensure that staff members and students have sufficient resources to cover their travel and living costs in the host country.
- Each establishment must also ensure that the individuals going on exchange have the appropriate social protection (health, accident, civil liability insurance).
- Exchange students are responsible for their own travel expenses, room and board and pocket money. However, the establishments will allow students to use university services (cafeteria, library, etc.).

9. VALIDITY OF THIS AGREEMENT

- This agreement is written in French and English. The two versions have the same legal effectiveness. It must be approved by the competent authorities of both institutions. It comes into force on the date that it is signed by the authorized representatives of both establishments.
- This agreement is valid for five (5) years and will then be revised and extended by an amendment/addenda duly executed by the authorized representatives of both establishments.
- A report on the exchanges and research carried out will be written up regularly by those who initiated the agreement or their replacements.
- Either of the contracting universities may request to modify this agreement at any time, and revisions shall be made by mutual agreement, confirmed in a written document duly executed by the authorized representatives of both establishments.
- Should one of the parties desire to terminate the agreement, before its date of expiry, it must notify by writing the other institution six (6) months in advance. However, in the event of termination, both parties undertake to maintain the status of students who are already registered at the host university.
- The parties agree that they will not use the name, the logo or any other IDs in any document, publication or promotion without the written authorization of the other party.

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10. ARBITRATION

In the event that a dispute arises from this cooperation agreement due to a discrepancy in its interpretation or implementation, the parties agree to resort to arbitration. Both parties will agree on one arbitrator, or failing that, each party will appoint an arbitrator within five (5) business days of the day notice was given.

11. CONTACT

Contact information of those who established the agreement between the two universities:

Institution: Universidade Federal da Bahia
Surname, First Name: Ramos, Elizabeth
Title: International Affairs Dean
Address: Palácio da Reitoria - Rua Augusto Viana S/Nº, Salvador - Bahia - Brazil - CEP: 40110-909

Institution: Université du Québec à Chicoutimi
Surname, First Name: Boivin, Guylaine
Title: Director of International Office
Address: 555, boul. de l'Université, Saguenay (Chicoutimi), Québec, Canada, G7H 2B1

IN WITNESS WHEREOF, both parties have signed two (2) copies.

UNIVERSITÉ DU QUÉBEC À CHICOUTIMI

Nicole Bouchard, Ph. D.
Rector

Date :

Guylaine Boivin
Director – International Office

Date:

UNIVERSIDADE FEDERAL DA BAHIA

João Carlos Salles Pires da Silva
Rector

04/03/2020
Date:

Elizabeth Ramos
International Affairs Advisor

09/03/2020
Date:

