

AGREEMENT FOR ACADEMIC COOPERATION AND EXCHANGE

between the

University of Luxembourg

and the

Universidade Federal da Bahia Bahia

This Agreement for Academic Cooperation and Exchange (hereinafter referred to as "Agreement") is made by and between the University of Luxembourg, having its registered office at 2 avenue de l'Université, L-4365 Esch-sur-Alzette, Luxembourg, registered in the register of trade and companies of Luxembourg under No J20, with VAT number LU19805732, represented by Mr Yves Elsen, Chairman of the Board of Governors and by Prof. Dr Stéphane Pallage, Rector,

and

The Universidade Federal da Bahia, having its registered office at Palácio da Reitoria - Rua Augusto Viana, s/n, Canela, Salvador - Bahia - Brasil - CEP: 40.110-909. The Federal University of Bahia is represented by Prof. Paulo Cesar Miguez de Oliveira, Rector.

The University of Luxembourg (hereafter "UNILUX") and the Universidade Federal da Bahia (hereafter "UFBA") may be referred to collectively as "institutions" or "institution" individually. The two institutions agree on the following:

1. PURPOSE

- 1.1. The objective of this Agreement is to establish a flexible framework for academic collaboration, including faculty, student, researcher and staff exchanges, between UNILUX and UFBA, to the end that the academic programmes and activities for faculty and students of both institutions will be materially enriched.

2. ACADEMIC COLLABORATION

- 2.1. The partner institutions will encourage their respective faculty members to collaborate in a broad range of projects, agreed upon by individual faculty members. Academic collaboration may include joint research and writing projects involving one or more faculty members from each institution, group visits to the other institution and joint course offerings using videoconferencing, the Internet, and other available media.

3. FACULTY EXCHANGES

- 3.1. **Teaching visits.** Either institution may request the other to make a faculty member available as a short-term visitor for the purpose of giving guest lectures or teaching an intensive course. The institution receiving such a request shall encourage appropriate faculty members to assist the requesting institution to meet its needs, but will not be obliged to ensure that a faculty member is



available. It is anticipated that teaching faculty visits between the two institutions will be symmetrical. The specific terms and conditions of such visits will be determined on a case-by-case basis. The visiting faculty member shall teach in the English language during the normal term of the host institution.

- 3.2. **Research Visits.** Both institutions will consider requests from faculty members or researchers of the other institution who desire to undertake research or to spend time in residence during sabbaticals and other leave periods. These visits will be discussed and agreed to on a case-by-case basis, and the associated costs of such visits will be borne by budget of the related research project or other funds available to the visiting faculty member or researcher.
- 3.3. **Staff Visits.** Both institutions will consider requests for short visits by administrative staff for the exchange of professional expertise and working methods. Both institutions will be considering these visits on a case-by-case basis.
- 3.4. The host institution will provide adequate support for a teaching or research visit including: library access, access to other institutional facilities, an office or work station equipped with a computer and internet access, and assistance in obtaining necessary visas and health insurance.
- 3.5. The Parties and/or the visitors should sign separate agreements regulating the details of the collaborations including namely intellectual property, confidentiality and data protection regulations.

4. STUDENT EXCHANGES

- 4.1. UNILUX and UFBA agree on an exchange of students **in all available fields, except Medicine (which require a specific agreement)**. These students will visit the other institution for one (1) semester. These students will be bachelor or master students.
- 4.2. **Number of Students.** Both institutions may nominate up to two (2) students to attend the other institution for one semester or its equivalent during their respective academic year, not exceed a total of six students over a three-year period.
- 4.3. **Qualifications.** The nominating institution will select students that it believes meet the academic standards of the host institution.
- 4.4. **Admissions Procedures.** Nominated students will be required to complete an application to attend the host institution. Each student will send the completed application to the host institution in a timely manner. The host institution will review the application, and determine the student's suitability for study at the host institution. Application fees of the host institution will be waived for exchange student applicants.
- 4.5. **Enrollment.** Exchange students will continue to be enrolled as degree-seeking students at their home institution, and will be enrolled as non-degree seeking students at the host institution. Exchange students will be permitted to attend courses at the host institution for which they are qualified, and for which there is enrollment space available. It will be the responsibility of each exchange student to verify that the courses will be eligible for credit at their home institution.
- 4.6. **Rules and Regulations.** Exchange students will be subject to the same rules and regulations as regular, full-time students of the host institution, and, in accordance with the discretion and capabilities of the host institution, will enjoy the same privileges and responsibilities as regular students. Contravention of the host institution's rules and regulations may result in the termination of the exchange student's visiting status at the host institution.
- 4.7. **Fees and Expenses.** Exchange students will pay tuition fees and other related fees to their home institution and will be exempt from paying such fees to the host institution. Each exchange student will be responsible for covering the cost of accommodation, international travel, and travel in the host country, books, equipment, consumables, hospitalisation, health insurance, and all other incidental expenses arising out of the exchange. The home institution will be responsible for ensuring that its own students are registered and are in good standing. No exchange of funds between the two institutions will occur.
- 4.8. **Examination and Evaluations of Student Performance.** Exchange students will be required to fulfill all requirements for courses in which they are registered. Each host institution shall evaluate the performance of the exchange student, and will provide timely notification to the home institution



of the exchange student's performance and final course grades. Transcript of results of coursework will be provided to the exchange student as soon as possible after the completion of the exchange semester. At UNILUX, the grades are communicated after the official examination board meeting.

- 4.9. Health Insurance.** Exchange students will be required to provide proof of a general liability insurance coverage and international medical coverage including all medical, hospital and repatriation expenses while in the host country.
- 4.10. Student Visa and Other Documentation.** Exchange students will be responsible for obtaining the appropriate visa (where applicable) and related documents necessary to pursue studies at the host institution. Exchange students will be required to provide evidence that they possess sufficient funds to cover the living costs and personal expenses during their stay at the host institution. Exchange students are responsible for ensuring the host institution has their up-to-date contact details throughout the period of the exchange.
- 4.11. Accommodation.** Exchange students will receive information about finding accommodation in Residence Halls or appropriate University accommodations if applications are received for such accommodations in advance.
- 4.12.** The Parties and/or the students may have to sign separate agreements regulating the details of the collaborations including namely intellectual property, confidentiality and data protections regulations.

5. PERSONAL DATA PROCESSING

- 5.1.** For the purpose of this Agreement for Academic Cooperation and Exchange, the terms "Personal Data", "Data Subject", "Processing", "Controller" shall have the meanings set forth in Article 4 of the European Union's General Data Protection Regulation 2016/679 of 27 April 2016 (GDPR) as applicable to UNILUX or the LGPD - General Law of Data Protection (Federal Law 13.709/18) as applicable to UFBA.
- 5.2.** The institutions acknowledge that the performance of this Academic Cooperation and Exchange agreement involves data processing activities and international data transfers. UNILUX shall comply with all obligations set forth in the GDPR in their capacity as independent controller for Processing of the Personal Data of the institutions' staff, collaborators, students falling within the definition of Data Subjects and whose Processing is necessary for the purpose of concluding and the good execution of this agreement. UFBA shall comply with all obligations set forth by LGPD. The Parties are responsible to inform properly the data subjects and to process the data with a lawful legal basis in accordance with the GDPR or relevant national legislation whichever is applicable to each of the parties. Due to transfers of personal data to third countries in the meaning of the GDPR the parties undertake to comply with the Chapter V of the GDPR by implementing the appropriate safeguards or on the basis of a derogation duly documented and with a proper information of the data subject where required.
- 5.3.** The institutions undertake to implement appropriate technical and organizational measures to ensure the security and confidentiality of the Personal Data, that persons authorized to process the Personal Data are under an appropriate statutory obligation of confidentiality. They undertake to assist each other for the fulfilment of their obligations, especially regarding the data subject rights and requests of supervisory authorities regarding personal data processing.
- 5.4.** The institutions undertake to make mandatory information available via their respective Privacy Notices or other relevant document, which shall be made available on their respective websites or on other support platforms, or upon request by any Data Subject. Each institution shall ensure that any Personal Data provided to the other institution by, or on its behalf has been collected lawfully, fairly, and in a transparent manner, so as to enable such Personal Data to be processed by such other institution. Upon request, the institution disclosing Personal Data to the other one shall provide, or procure to provide, to the requesting institution all necessary or appropriate proof as to the adequacy of the disclosures made to any and all Data Subjects whose Personal Data is to be processed pursuant to this agreement. Each Partner will keep the Student's personal data for a period necessary to achieve the purposes for which it is collected and processed.
- 5.5.** Without limiting the generality of the foregoing, if the parties wish to share Personal Data within the framework of the agreement, in the case of processing in the name and on behalf of a third party or

if the parties jointly determine the Processing of Personal Data, they must state the purposes of such Processing and define their respective roles and responsibilities in accordance with the requirements of the GDPR and relevant national legislation in a dedicated agreement (e.g. joint research, joint courses, joint events etc.).

- 5.6.** Any questions related to the processing of personal data by the University of Luxembourg should be addressed to the data protection officer of the UNILUX (dpo@uni.lu). Any questions related to the processing of personal data by UFBA should be addressed to: ouvidoria@ufba.br.

6. DURATION

- 6.1.** This agreement will enter into force on the date first above written and will continue for an initial period of five years. When finished, it will be evaluated and renewed if both parties agree. The agreement may be terminated by either party giving six (6) months written notice to the other party, provided that any such termination shall be without detriment to students already undertaking an exchange placement under this agreement, and all means of consideration have to be taken so as not to cause harm to any other ongoing mutual activity.

Signed in two originals in English and Portuguese:

For the University of Luxembourg

Mr Yves Elsen
Chairman of the Board of Governors

Date:

Prof. Dr Jens Kreisel
Rector

Date:

For the Federal University of Bahia

Prof. Paulo Cesar Miguez de Oliveira
Rector

Date: May 24th, 2024



APPENDIX A: COORDINATORS OF THE AGREEMENT

University of Luxembourg

For Student Exchanges

Bureau des Relations Internationales (BRI)

Incoming and Outgoing Mobility

E: BRI.incoming@uni.lu; BRI.outgoing@uni.lu

<https://www.uni.lu/international/mobility>

For this Agreement

Bureau des Relations Internationales (BRI)

Partnerships

E: BRI.partnerships@uni.lu

Federal University of Bahia

For Student Exchanges

International Affairs Office (SRI)

Incoming and Outgoing Mobility

E: sri@ufba.br; aai@ufba.br

<https://sri.ufba.br/>

For this Agreement

International Affairs Office (SRI)

Partnerships

E: aai@ufba.br



