

## **INTERNATIONAL COOPERATION**

Agreement by and between

**UNIVERSIDADE FEDERAL DE SANTA MARIA**

And **UNIVERSITAT POLITÈCNICA DE CATALUNYA**

CONSIDERING the profound interest in which is vested the straightening of technical-scientific and cultural relations between Brazil and Spain,

CONSIDERING the common interest to promote and stimulate teaching and scientific advancements in our two countries,

CONSIDERING the need to better qualify human resources in higher education in the drive to improve education performance by offering opportunities to expand human resource skills and capacities,

CONSIDERING the desire for greater exchange and technical-scientific cooperation in the interest of strengthening institutional research and development programs between our two countries,

CONSIDERING that the health and vitality of higher education is contingent upon future technical-scientific and cultural cooperation between countries, and, that reciprocal advantages may lead to closer ties and common goals,

THE **UNIVERSIDADE FEDERAL DE SANTA MARIA (UFSM)**, State of Rio Grande do Sul, Brazil, represented by its Rector, **Paulo Afonso Burmann** and **UNIVERSITAT POLITÈCNICA DE CATALUNYA (UPC)** represented by **Enric Fossas, Rector**, appointed by Decree 257/2013 of 26 November (Official Gazette of the Catalan Government no. 6512 of 29 November 2013) and acting by virtue of the provisions of Article 20 of Organic Law 6/2001 on Universities of 21 December and articles 67 and 68 of the Statutes of the Universitat Politècnica de Catalunya, which were approved by Governing Council Agreement 43/2012, approving the modification of the Statutes of the UPC and the publication of the full text (in Official Gazette of the Catalan Government no. 6140 of 1 June 2012, amended in Official Gazette of the Catalan Government no. 6257 of 20 November 2012), by means of this present Agreement of International Cooperation desire to collaborate in activities as follows:



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## PART I: GENERAL FRAMEWORK

1 - Both Institutions will seek to stimulate and carry out programs of technical-scientific and cultural cooperation, according to current legislation in each country and according to International Law and Rights.

2 - Cooperation will include the transfer of knowledge and experiences and/or any other activity of common interest related to teaching, research, higher education administration and the qualification of human resources including the exchange of faculty, students and staff.

3 - Each activity to be developed under the provision of this Agreement should be proposed in a project which should specify the objectives, a work-plan, a time-frame, human resources involved and necessary material resources.

4 - Each Institution will name a coordinator, responsible for generating linkages, establishing priorities and managing the program. Each coordinator may designate specific sub-coordinators for each activity of the program, where necessary.

5 - The cooperation undertaken resultant of this Agreement will be based upon the joint involvement between the two Institutions which seek to accelerate and secure qualitative and quantitative improvements in higher education performance. Activities may include:

- a) Exchange of Faculty members - with the submittal of written credentials, proposed activities and a letter of invitation,
- b) Exchange of Students - with the submittal of written credentials, properly completed application form and written acceptance of host Institution,
- c) Exchange of Technical Staff - with the submittal of written credentials, proposed activities and a letter of invitation,
- d) Joint Research - based upon specific proposal(s), qualification of proposed participating faculty members, joint approval and outside funding,
- e) Facilities Usage - of laboratories, equipment and libraries involving established programs of mutual interest,





f) Other Cooperation - not herein expressed, however, considered relevant, at some future moment, by both institutions herein involved.

The above referred to clauses permit the participation of Third Party institutions, given that the Third Party institution(s) sign(s) in agreement with the objectives of this Agreement and that both signees to this document agree in prior written form.

6 - All formal presentations and publications resulting from the collaboration between the two institutions under the terms and conditions of this Agreement must give recognition to this Agreement therein.

## **PART II: STUDENT EXCHANGE PROGRAMME**

### **A. PURPOSE**

The aim of this programme is to make it possible for student exchanges to take place continually between the two universities.

### **B. DEFINITION**

In this agreement, "exchange" means a student-for-student exchange (an undergraduate or master's student or doctorate student from both of the two universities participating in the exchange). "Home institution" means the university from which the student wishes to graduate, and "host institution" means the university that has agreed to host the exchange students from the home institution. "Visiting student" refers to a student accepted by the host institution who benefits from academic agreements between the two institutions, but not economic agreements, since the student must pay tuition fees to the host institution.

### **C. FLOW OF UNDERGRADUATE AND MASTER STUDENTS AND DOCTORATE STUDENTS**

Every year, throughout the duration of this agreement, which begins on January 1, 2014, UFSM may send up to two students (for a maximum stay of two semesters, if they stay only one semester the number could increase to 4) to Terrassa School of Engineering of Universitat Politècnica de Catalunya – Barcelona Tech (hereinafter EET-UPC)-, and EET-UPC may send up to two students to UFSM.

The maximum stay for exchange students at the host institution shall be of two consecutive semesters. Official master's students whose program duration is 2 or 3 semesters, however, shall not stay at the host institution more than one semester.



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If one institution sends more than two students (staying 2 semesters) or 4 students (staying 1 semester) to the other institution in the same semester, these students shall be considered visiting students. Detailed conditions of acceptance of visiting students shall be discussed based on applications between the two institutions.

If, at the end of the accepted period, an exchange student wishes to extend his or her stay, he or she shall also be considered a visiting student.

The UPC academic year officially opens in September and ends in August. The academic year of UFSM officially opens in March and ends in February.

#### **D- SELECTING PARTICIPANTS**

The home institution shall assess its own candidates who are applying for the exchange. UFSM shall send EET-UPC the applications from the prospective exchange and visiting students for whom there are places, and EET-UPC shall send UFSM the applications from prospective exchange and visiting students for whom there are places. The host institution reserves the right to make the final decision on the admission of each student designated for the exchange or stay.

UFSM shall send all applications before May 1 of each year. Applications (undergraduate and master's) must be sent to:

UPC-EET  
Ms. Esther Garcia  
External Relations Office  
Colom, 1  
08222-Terrassa (Barcelona)  
esther.garcia@upc.edu  
Fax: +34 93 7398225

EET-UPC shall send all official candidates in the Electronics, Electrical Industry and Automation and Control areas, applications by May 31 for the Fall Semester (September to December) and in the Electronics, Electrical Industry and Automation and Control areas by October 31 for the Spring Semester (March to June) of any given year. Applications (undergraduate and master's) must be sent to:

UNIVERSIDADE SANTA MARIA  
Cidade Universitária "Prof. José Mariano da Rocha Filho"  
Av. Roraima, 1000 – Bairro Camobi - Santa Maria (RS)  
Cep. 97105-900 – BRASIL  
Tel: (55) 3220.8101



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Fax: (55) 3220.8101

E-mail: gabinetereitor@ufsm.br

Guidelines applicable to undergraduate and official master's exchange students and to visiting students:

a) Exchange students and visiting students may choose any official academic programme offered by the host institution. They shall have the status of full-time students, and shall have no academic effect on the host institution.

Any academic credits earned at the host institution may be transferred to the home institution, in accordance with the procedures set out by the home institution.

b) The host institution reserves the right to exclude exchange students from programmes with *numerus clausus* policies or restricted enrolment.

c) Undergraduate exchange students and visiting students must complete at least one year of continued study at their home institution before the exchange year.

UPC master's students must complete either 1 semester (for the master's course students attending the 2<sup>nd</sup> semester) or 2 semesters (for master's course students attending the 3<sup>rd</sup> or 4<sup>th</sup> semester) before studying at UFSM based on this agreement.

The masters or doctorate course students must attend at least 75% of the credits of the course from their respective courses of master or doctoral degree, 4 months of continued study at their home institution before studying at UPC based on this agreement..

d) All exchange students and visiting students must comply with all the regulations of the host institution.

e) All exchange students and visiting students must prove that they have sufficient personal funds to cover the costs of their stay at the host institution (mainly accommodation and food).

f) All exchange students must return to their home institution once they have completed the period of academic study at the host institution. Any extension to a student's stay must be approved by both universities.

#### **E. RESPONSIBILITIES OF UPC**

EET-UPC agrees to accept exchange students from UFSM and shall enrol them as full-time students, even though the exchange students will never receive an official academic qualification from UPC. UPC shall also provide them with support towards tuition fees, as long as the principle of parity and equal number of exchange students between the two universities is maintained. At the end of each academic period, UPC shall send UFSM an academic certificate for the exchange or stay completed by the student who has studied at UPC. When informing students that they have been accepted, EET-UPC shall notify UFSM as to which students shall be considered exchange students and which shall be considered visiting students.



## **F. RESPONSIBILITIES OF UFSM**

UFSM agrees to accept exchange students from EET-UPC and shall enrol them as full-time students, even though the exchange students will never receive an official academic qualification from UFSM. UFSM shall also provide them with support towards tuition fees, as long as the principle of parity and equal number of exchange students between the two universities is maintained. At the end of each academic period, UFSM shall send UPC an academic certificate for the exchange or stay completed by the student who has studied at UFSM. When informing students that they have been accepted, UFSM shall notify EET-UPC as to which students shall be considered exchange students and which shall be considered visiting students.

## **G. FUNDING AND SERVICES**

Students participating in the exchange must register and pay fees and any other costs to their home institution before undertaking the exchange. Visiting students must register and pay fees and any other costs to the host institution.

All exchange students must take out health and accident insurance. Each host institution shall provide the necessary documents for obtaining a visa.

The following shall be the responsibility of all exchange students and visiting students:

- a) Transport to and from the host institution.
- b) Health insurance, health costs and any other costs not specifically mentioned in PART II, sections D, E and F.
- c) Textbooks and personal costs.
- d) Any debts accumulated during the academic year.
- e) Accommodation and food.

Both institutions shall assist and support students with applications for grants from national and international organisations that may collaborate with the funding of this exchange.

## **PART III: FACULTY MEMBER AND RESEARCHERS (INCLUDING *MASTERS AND DOCTORATE DEGREE RESEARCHERS IN TRAINING*) EXCHANGE PROGRAMME**

**A.** The EET- Universitat Politècnica de Catalunya (UPC) and Universidade Federal de Santa Maria (UFSM) shall facilitate the exchange of faculty members and researchers continually while this agreement remains in place.

Exchange student may also participate in short-term research stages, being then considered as a *researcher in training*, without obtaining any credits, for a period of time to be agreed upon between the student and his/her supervisor at the host institution and the home





institution. Short-term research internships will be for a minimum of one month but not more than one year and they must be enrolled in a master course at the home university.

## **B. EXCHANGE FLOWS**

Every year, starting from the 2013/14 academic year and while this agreement remains in force, UFSM may send up to five researcher lecturers (including researchers in training) to EET (UPC), and EET(UPC) may send up to five researcher lecturers or (including researchers in training) to UFSM.

The length of the stay is always established through an agreement between the two institutions.

## **C. SELECTING PARTICIPANTS**

The two institutions shall jointly reach an agreement on the areas of specialisation of the participants. Once these areas of specialisation have been defined the home institution shall select a professor or researcher (including researchers in training) and submit the selection for the approval of the host institution.

The following guidelines shall apply to all researchers taking part in an exchange:

- a) All exchange participants must return to their home institution once they have completed their stay at the host institution. Any extension to their stay must be approved by both universities.
- b) All researchers taking part in an exchange must comply with all the regulations of the host institution.

## **D. ACTIVITIES**

The activities and tasks to be carried out shall always be proposed by the host institution and agreed with the research lecturers.

## **E. RESPONSIBILITIES OF THE SIGNATORY INSTITUTIONS**

- a) The salaries and grants paid to the lecturers or researchers in training shall be paid by the home institution, in accordance with the applicable regulations.
- b) The cost of transport between the home institution and the host institution shall be paid by the professor or the researcher in training at his or her home institution, if there is a specific budget allocation for it.
- c) Conditions for medical assistance and health services shall always be established in order to protect the lecturer or researcher in training during his or her stay at the host institution.

## **F. RESPONSIBILITIES OF PROFESSORS OR RESEARCHERS**

- a) To cover their personal costs as well as any debts accumulated during their stay at the host institution.
- b) To complete the activities and tasks outlined in section D.



### PART III: FINANCIAL SUPPORT FOR AGREEMENT REALIZATION

Resources for implementation of Agreements may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in related to this agreement unless stated otherwise in a specific agreement. Both Institutions will undertake all the necessary common actions with the respective national and international authorities to seek financial support for the joint activities under the present agreement.

**Renewal, completion and amendments:** This agreement shall remain valid for a period of five (5) years, commencing on the date of the last signature, under the understanding that it may be terminated by any of the parties, in writing, with at least six months notice. In the last year of the five-year period the two parties will decide whether it is to be extended and confirm this in writing. This agreement may be amended through the exchange of letters between the two institutions. Once such amendments have been approved by both parties, they shall be annexed to this Specific Agreement and shall become a part thereof. If this agreement is terminated, both parties shall take the necessary measures to guarantee that any activities and projects already initiated continue until they are completed.

The present agreement can be rescinded or declared invalid by either party when notified 90 days in advance, maintaining that projects underway are completed.

The parties expressly agree that this collaboration agreement does not create a bond involving representation, dependence or subordination between them, so no entity can represent the other in the fulfilment of its legal or contractual obligations or in the acceptance of obligations or responsibilities. The relationship between the parties stemming from this framework agreement or any form of cooperation arranged under this agreement is a relationship between independent contractors. The parties recognise that this agreement does not create an employment, partnership, agency or franchise relationship between the parties, in fact or in law, and none of the parties may act or appear as such to third parties. Each party shall perform its obligations under its own responsibility, with their own means and in accordance with the law.

The parties agree that specific personal data protection issues must be agreed on in the addenda or in the specific agreements that establish the modes of collaboration that are the object of this agreement and that the parties shall, if necessary, sign. Each party agrees to treat as confidential all data, documents and information provided by the other party during the term of this agreement.

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In all cases in which, as a result of the agreements established herein and their application, UFSM believes it is necessary to use UPC's logos, it must ask for the prior authorisation of the University, through the Communication and Promotion Service, specifying the application in which they wish to use the logo (whether graphic or electronic or any other format) and for what they wish to use it. The authorisation, which must always be in writing, shall specify the use(s) being authorised, as well as the period during which the authorisation shall remain valid, which must never be later than the period of validity of this agreement. However, when logos or other identifying marks of UPC are to be used for activities that will generate profits for UFSM, a corresponding trademark licence contract must be signed.

In witness to whereof the parties hereto have executed four copies of this instrument: 2 written in Portuguese and two in English, both versions being equally valid; in the presence of two witnesses whose signatures also appear below.

Universidade Federal de Santa Maria

Universitat Politècnica de Catalunya

  
\_\_\_\_\_  
Reitor Paulo Afonso Burmann  
Reitor

  
\_\_\_\_\_  
Rector

Date: 06/02/2014

Date: 22 / 09 / 14

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