

SPECIFIC AGREEMENT, UNDER THE GENERAL AGREEMENT SIGNED BETWEEN THE UNIVERSIDADE FEDERAL DE UBERLÂNDIA AND THE UNIVERSITY OF HUELVA, SPAIN

In Huelva _____ 20____
Uberlândia, 03 december 2021.

Prof. Dr. Valder Steffen Júnior, Rector of the UNIVERSIDADE FEDERAL DE UBERLÂNDIA, a public foundation of higher education, member of the Indirect Federal Administration, established through Decree No. 762, as of 14 August 1969, altered by Act No. 6.532, as of 14 May 1978, located at Avenida João Naves de Ávila, 2121, in the City of Uberlândia, State of Minas Gerais, Brazil, identified in the National Registry of Legal Entities through CNPJ/MF 25.648.3870001-18,

and

María Antonia Peña Guerrero, Rector of the University of Huelva, (UHU) by appointment and approved by Decree 171/2021, of May 25th (Official Bulletin of the Government of Andalusia nº.101 of 28th May) , and in conformity with her competence to sign this agreement, assigned to her in accordance with article 20 of The Organic Law of Universities 6/2001 of 21st December 2001 (Official State Bulletin nº.307 of 24th December 2001), and in accordance with art. 31.n) of The Statues of the University of Huelva, approved by Decree 232/2011 of July 12th (Official Bulletin of the Government of Andalusia no. 147 of 28th July 2011), modified by Decree 35/2018 of 6th February (Official Bulletin of the Government of Andalusia no. 30 of 12th February 2018), on behalf of and representing the aforementioned Institution.

DECLARE

cooperation in educational fields to be mutually beneficial. This agreement aims to promote such cooperation.

CLAUSES

FIRST

The principal purpose of this agreement is to establish cooperative programs beneficial to the students and faculty of the two institutions. The first such program will be a student exchange program.

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The institutions agree to encourage their respective faculties to seek ways for cooperative research and scholarship. This could involve faculty exchanges, the details of which will be resolved on a case by case basis.

SECOND

i)

- A. Each institution agrees to accept a maximum of 2 students per semester (making a total of 4 students per academic year).
- B. The institutions will strive to exchange an equal number of students annually and agree to achieve an overall balance of exchange participants.
- C. Each institution will be responsible for selecting exchange participants from among its students based on the following criteria: flexibility and adaptability, intellectual capacity and cultural awareness and competence in the language of instruction.
- D. Exchange students will have access to all courses available at the receiving University, and shall receive counseling and advice from a specific faculty member at the host university. A faculty advisor appointed by the host university will communicate with a faculty advisor at the home university regarding the students' study programme and general welfare.
- E. The sending institution will send the host institution the names of its exchange students, their academic records if requested and their chosen subjects at least 60 days before the start of the semester in which the exchange students will enroll.
- F. Each exchange student will be responsible for obtaining visas and other documents necessary to carry out studies at the host institution. Each institution will assist and provide information for obtaining such documents.
- G. Each exchange student and staff member carrying out a mobility period at the host institution must carry health insurance, covering illness, accident, third party and repatriation in case of death, and must show proof of such insurance at the host institution at the start of the mobility period.
- H. Exchange students must pay all tuition fees at the home institution itself and will not be required to pay any fee for receiving academic classes belong to the official academic offer at the host institution.
- I. Each exchange student shall assume all the costs of international and national mobility, accommodation and other personal expenses.

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- J. Each host institution will provide information and services for hosting exchange students.
- K. Each institution will grant the assessment results according to procedure. The host institution will send a report of the courses taken by the student exchange and grades obtained.

ii)

Both institutions manifest their interest in promoting the interchange of ideas through the exchange of faculty. Possible types of interchanges than may be pursued are the following:

- A. Short stay (4 to 8 weeks) in the form of an intensive course or seminar. The host institution, if the budget available at that time permits, will cover accommodation and subsistence for visiting professors. The sending institution will cover the costs of mobility as the budget available at that time.
- B. Each institution may request a specific course designed to fit a particular need. In that case, the institution requesting the training course must pay the expenses of the teacher according to rank held in that institution (eg for a summer course).
- C. Facilitation of Research (library, etc.) will be provided. Each institution may assist in finding accommodation for the visiting professor and promote the exchange of visiting professors.

THIRD

Failure of either institution to fulfill conditions of this agreement may result in the termination of the agreement, always allowing students and staff at the partner university, undertaking a period of exchange, or students or staff selected for an exchange, to carry out the complete mobility period proposed.

This agreement may be terminated without liability to the parties, if so determined by mutual agreement or if one of them gives written notice to the other ninety (90) calendar days in advance of its desire to terminate it. However, activities which are underway will to full conclusion. The following are considered causes for termination of the agreement:

- a) The agreement is out of date and has not been extended.
- b) The express agreement of the parties.
- c) Failure to comply with the obligations under the Convention by either party.
- d) Any other lawful cause.

FOURTH

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- A. Both institutions agree to review the agreement annually. No alteration or modification of its content is valid unless agreed in writing by both institutions.
- B. This agreement shall be governed in all terms by the laws of Spain and Brazil.
- C. This agreement along with other modifications that are here or are subsequently made, is the complete agreement between the two institutions and substitutes any other arrangement that might already exist, whether written or oral.
- D. Universidade Federal de Uberlândia and the University of Huelva, will not incur obligations under the terms of this agreement by promises or other communication by persons who are not relevant authorities.
- E. A mixed commission will be responsible for follow up, vigilance and control of the execution of the agreement and of the commitments of each party. Members of the commission will resolve doubts arising from interpretation of the agreement, possible discrepancies which may arise in its execution. They will elaborate proposals for improvement. Members of the commission will be the signatories of this agreement or staff members from each institution delegated by the signatories.

FIFTH

Any notice to be given regarding this agreement shall be sent by certified mail to the addresses below, or any other that is provided subsequently in writing by either institution:

Universidade Federal de Uberlândia: Avenida João Naves de Ávila, 2121, Bairro Santa Mônica, Campus Santa Mônica, Reitoria, Bloco 3P, Sala 3P01, Uberlândia, MG, Brasil. CEP: 38400-902.


University of Huelva University of Huelva, Calle Doctor Cantero Cuadrado 6, 21071 Huelva, Spain

SIXTH

Both the University of Huelva and Universidade Federal de Uberlândia state that they comply with the appropriate technical and organizational conditions regarding the protection of personal data.

Both the University of Huelva and Universidade Federal de Uberlândia become jointly responsible for the personal data of the student under the terms established in article 26 of Regulation (EU) 2016/679, of 27 April (hereinafter,

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RGPD), and undertake to treat them for the sole purpose of compliance with this Agreement.

The interested party may exercise before Universidade Federal de Uberlândia his/her rights in this matter, in the same way as s/he may do before the University of Huelva. The parties undertake to immediately transfer the requests and / or resolutions issued in this regard.

In case of violation of the security of personal data, the correspondent affected will immediately transfer the communication to the other party and, where appropriate, to the Spanish Agency for Data Protection and the interested party in accordance with the provisions of articles 33 and 34 RGPD.

Universidade Federal de Uberlândia undertakes to keep the personal data of the student for the necessary time of compliance with this Convention, proceeding to their destruction once they are no longer necessary for that purpose unless it is necessary to keep them for the purpose of legal certification and / or for purposes of archives in the public interest, scientific or historical research and statistical purposes.

SEVENTH

The parties shall endeavor to find a consensual solution to any dispute and doubt that may arise while implementing and interpreting this **agreement**. Should this not be possible, the parties shall resort to an international institution that is competent on the matter and has a representative in Brazil to mediate and solve the issue.

EIGHTH

The UFU shall publish an abridged version of the terms of this agreement and its amendments in the federal official gazette *Diário Oficial da União* by the fifth (5th) work day of the month following the signature of this document.

This Agreement shall enter into force from the date of signing and will be valid for 4 years, which may be extended for another 4 years on assessment of the results.

This agreement is signed in duplicate, in the place and date written above.

University of Huelva

Universidade Federal de Uberlândia

Maria Antonia Peña Guerrero

Prof. Dr. Valder Steffen Júnior

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