

MEMORANDUM OF UNDERSTANDING
BETWEEN
FEDERAL UNIVERSITY OF UBERLÂNDIA, BRAZIL
AND
TAMPERE UNIVERSITY FOUNDATION SR, FINLAND

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, herein represented by its Rector, **Prof. Dr. Valder Steffen Júnior** [REDACTED]

[REDACTED] hereinafter referred to as the "UFU", and **TAMPERE UNIVERSITY FOUNDATION SR**, a foundation-based multidisciplinary institution of higher education constituted in accordance with the decree 940/2017 amending the Universities Act 558/2009 and in compliance with the university regulations for Tampere University Foundation sr operating as Tampere University from 4 October 2018, located at Kalevantie 4, in the city of Tampere, Finland, its VAT number being FI28445618, herein represented by its President, **Dr. Mari Walls**, hereinafter referred to as "**Tampere University**" or "**TAU**", agree to enter into this Memorandum of Understanding, hereinafter the "MoU", to promote academic and scientific cooperation in higher education, research, and innovation as well as mutual understanding and respect between citizens of Finland and Brazil.

The academic cooperation between the parties may include but is not limited to the following:

- (1) Exchange of researchers, faculty members and students for research and study;
- (2) Promotion of joint research and educational activities;
- (3) Exchange of information and pertinent publications in fields of interest to both universities;
- (4) Invitation to short-term visits of faculty members and researchers for lectures, conferences, colloquia, and symposia or other academic activities.

I Teaching and Research

1. The content and method of cooperation in scientific research and scholarly academic exchange will be determined after pertinent discussion among university authorities and scholars. The institutions may exchange lists of current research projects and determine specific areas for collaboration or new cooperative research projects, after discussion among interested scholars. The institutions may, according to needs and feasibility, invite scholars and professors to

participate in academic conferences, and may jointly sponsor conferences for exchanging research results.

2. This MoU entails no financial binding obligations for the parties. All details (including financial details) concerning arrangements for specific visits and exchanges as well as other forms of cooperation will be negotiated and set forth in writing for each specific case. Each institution will facilitate the exchange of visiting professors and research scholars of the other. This will include library privileges as well as office space, if available. Each institution will assist the visiting professors or research scholars in locating housing facilities. In case visiting professors or PhD students are asked to carry out teaching duties, arrangements will be negotiated on a case-by-case basis.
3. Each institution will exchange publications, periodicals and reference materials of mutual interest. In addition, the institutions may also exchange publications of their faculties and provide materials for consideration of joint publications.
4. Rights to intellectual property and arrangements regarding publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation.

II Student Exchange

1. The institutions may accept applicants who qualify either as undergraduate, graduate or PhD students, for academic studies in the appropriate department / faculty. The students must fulfill the language requirements of the receiving institution.
2. A maximum of 2 (two) students may be nominated to the partner institutions each semester. The maximum duration of study may not be more than one year. Additional students may be exchanged by mutual consent. Each institution reserves the right to accept or reject any candidate for admission to the institution on the basis of regular academic selection criteria. While parity in the number of exchanges is the goal, the institutions recognise that it may not always be possible.
3. Exchange students will pay tuition fees to their home institution. No further tuition costs will be charged by the host institution. In Finland, however, membership of the student union is highly recommended, as only members of the student union are entitled to several benefits offered to students.
4. The students are responsible for travel, living, healthcare (which is compulsory) and accident insurance and other expenses incurred by them. All institutions may provide financial aid to the exchange students.
5. The host institution will assist incoming students to find suitable housing for the period of time that they will be studying at the host institution.

III Data Protection

The partners and professionals involved in this MoU undertake to take all necessary measures required by the legislation, Finnish and Brazilian, to ensure confidentiality and protection of personal data, and agrees to use and/or process the personal data only for the purpose that is necessary for managing and administering exchange of students, professors and scholars.

Due to Tampere University being bound by the European Union General Data Protection Regulation 2016/679 (GDPR), a Data transfer agreement is annexed to this Memorandum (Annex 1). It contains standard contractual clauses for the transfer of personal data from the European Union to third countries (controller to controller transfers). Tampere University is bound by the same clauses through the GDPR. Annex 1 forms an integral part of this MoU.

Universidade Federal de Uberlândia must follow the provisions of the General Law for the Protection of Personal Data (LGPD), Law n. 13.709, of August 14th 2018, as published in: http://www.planalto.gov.br/ccivil_03/ato2015-2018/2018/lei/L13709.htm#art65

IV Contact Persons

To implement agreed activities in a systematic manner, UFU and TAU will designate a contact person assigned the responsibility of coordinating the agreed activities in general terms.

V Extent and Duration

1. This memorandum is subject to change, renewal, and termination by mutual consent. Any alteration or amendment to this memorandum must be made in writing and must be agreed and accepted by both institutions.
2. This MoU shall be effective when both parties sign it and shall remain in force for five years. The memorandum may be terminated by either party giving the other six months' notice. The termination of the memorandum will not affect the terms of activities ongoing at the time of notification of termination unless otherwise agreed between the parties.

VI Conflict Resolution

Issues that may arise during the course of this MoU will be settled amicably between the Parties. 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.

VII Language

This MoU will be signed in 4 (four) copies, 2 (two) in Portuguese and 2 (two) in English, of equal form and content. In case of discrepancy between the two versions, the version in English shall prevail.

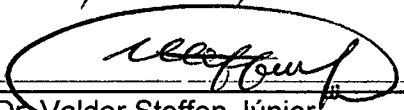
VIII Disclosure

"The UFU shall publish an abridged version of the terms of this MoU 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.

SIGNATURES

Date: May 10th, 2022

Date: Feb. 4th, 2022



Prof. Dr. Valder Steffen Júnior
Rector
Federal University of Uberlândia
Uberlândia, Brazil

Dr. Mari Walls
President
Tampere University
Tampere, Finland



Prof. Dr. Waldenor Barros Moraes Filho
International Affairs Director
UFU
(witness)

Dr. Pauli Kuosmanen
Director, Innovation Services and Partnerships
Tampere University
(witness)

ANNEX

'SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)*Data transfer agreement*

between

**Tampere University Foundation sr, operating as
Tampere University (Business ID 2844561-8)**

(name)

**Kalevantie 4, FI-33014 Tampere University, Finland
tau@tuni.fi**

(address and country of establishment)

hereinafter "data exporter")

and

Universidade Federal de Uberlândia

(name)

**Av. João Naves de Ávila, 2121, Campus Santa Mônica,
Uberlândia, Minas Gerais, Brasil.**

(address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:

- (i) the data protection laws of the country in which the data exporter is established, or
- (ii) the relevant provisions ⁽¹⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data ⁽²⁾, or
- (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: II(h)(iii)

Initials of data importer: VSJ - Valder Steffen Júnior

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

⁽¹⁾ "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

⁽²⁾ However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

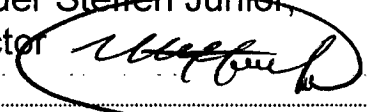
VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: 4th Feb, 2022

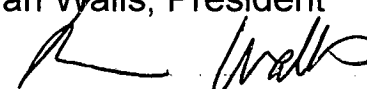
FOR DATA IMPORTER

Valder Steffen Júnior,
Rector



FOR DATA EXPORTER

Mari Walls, President



ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.or
 - (b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER*(To be completed by the parties)***Data subjects**

The personal data transferred concern the following categories of data subjects:

Exchange students, staff members participating in staff exchange, next of kin (emergency contact)

Purposes of the transfer(s)

The transfer is made for the following purposes:

Student and staff mobility

Categories of data

The personal data transferred concern the following categories of data:

name, date of birth, e-mail address, student number, name of next of kin (emergency contact), passport number, phone number

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

employees of international relations office (or equivalent office)

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

details concerning additional support for accessibility

Data protection registration information of data exporter (where applicable)

NA

Additional useful information (storage limits and other relevant information)

NA

Contact points for data protection enquiries**Data importer**

propp@ufu.br
cooperation@dri.ufu.br

Data exporter

dpo@tuni.fi

ILLUSTRATIVE COMMERCIAL CLAUSES (OPTIONAL) *Indemnification between the data exporter and data importer:*

"The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these clauses. Indemnification hereunder is contingent upon (a) the party(ies) to be indemnified (the "indemnified party(ies)") promptly notifying the other party(ies) (the "indemnifying party(ies)") of a claim, (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and (c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of such claim."

 Dispute resolution between the data exporter and data importer (the parties may of course substitute any other alternative dispute resolution or jurisdictional clause):

"In the event of a dispute between the data importer and the data exporter concerning any alleged breach of any provision of these clauses, such dispute shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be []. The number of arbitrators shall be []."

 Allocation of costs:

"Each party shall perform its obligations under these clauses at its own cost."

 Extra termination clause:

"In the event of termination of these clauses, the data importer must return all personal data and all copies of the personal data subject to these clauses to the data exporter forthwith or, at the data exporter's choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours."