



# AGREEMENT FOR MUTUAL COOPERATION BETWEEN THE STATE UNIVERSITY OF SANTA CATARINA (BRAZIL) AND THE UNIVERSITY OF GRANADA (KINGDOM OF SPAIN)

On behalf of/representing the University Of the State of Santa Catarina, currently has as its official representative the Rector Professor Dilmar Baretta and Luiz Antônio Ferreira Coelho as Vice Rector appointed by the Governor of the State of Santa Catarina through Act 616/2020 published in the Official State Gazette on April 6, 2020, according to Resolution 078/2019 of the University Council, with headquarters at Av. Madre Benvenuta, 2007 Itacorubi, Florianópolis / SC CEP: 88.035-901 and under CNPJ 83.891.283/0001-36.

#### AND

On behalf of/representing the University of Granada (Kingdom of Spain), its Rector, Professor María Pilar Aranda Ramírez, per Decree 489/2019 dated June 4 (BOJA number 108, June 7, 2019), Article 20.1 of the Organic Law of Universities 6/2001, dated December 21, and Article 45, k) of the University of Granada Statutes.

#### ARE IN AGREEMENT

- **I.-** That by their nature and objectives the University of Granada and the University of Santa Catarina signatories to this agreement, should assume a fundamental role in promoting union between both institutions:
- II.- That the exchange of cultural, scientific and technical knowledge and experience between staff, students and administrative personnel will be of benefit to the academic and cultural development of both institutions;
- III.- That both the University of Santa Catarina and the University of Granada have the same academic, scientific and cultural objectives and mutual fields of interest;
- **IV.-** That both institutions are interested in tightening cultural and scientific relations between Brazil and Spain.

THEREFORE, have agreed to solidify a collaboration agreement based on the following

#### **CLAUSES**

**FIRST.-** The signatories shall develop academic, scientific and cultural relationships between





the University of Santa Catarina and the University of Granada, establishing initially an exchange of information concerning specialist studies, academic curricula and timetables. Periodically each institution shall provide the other with information concerning any research projects of mutual interest in which they may be involved.

**SECOND.-** The signatories shall encourage the exchange of teaching staff and research workers between both institutions by providing facilities for members of one institution to teach at the other for specific periods of time.

Financing from the University of Granada for this project will be through official external and internal calls held to that effect at university, faculty/school and department or institute level.

The participation of personnel from both institutions in combined/joined investigations plans will also be facilitated.

**THIRD.-** Each institution shall provide visiting lectures, research workers and students with facilities equivalent to those given to members of that institution, allowing them appropriate access to their academic, scientific and cultural services and accepting studies carried out at that institution as having equal merit to studies carried out by its own members, within the framework of its own current national legislation and relevant agreements developed by both institutions.

**FOURTH.-** Each institution shall facilitate the joint publication of books, and the inclusion of specialist works from the other institution in its own journals, providing they meet the regulations of the journal in question.

**FIFTH.-** Meetings shall take place periodically between lecturers and research workers from both institutions within similar areas of specialisation in order to exchange their experiences and knowledge as well as to help their cooperation in joint research projects.

**SIXTH.-** In order to put this cooperation agreement into effect, the signatories shall name a Joint Committee, formed by members from each institution, to establish the details of specific programmes, in accordance to the Statutes and economic constraints of each institution. This joint committee should oversee the implementation and possible improvement of the agreement.

For each particular initiative, the committee shall expressly approve a proposal for addendum, convention or specific agreement which will detail the activity to be carried out, people and units involved, the resources, budget and funding available. These agreements, which shall be signed by the same parties who have subscribed to this General Agreement, will form part of it as annexes and should be formalised within a minimum period of three months before the execution of the activities.

**SEVENTH.-** The terms of this agreement may be modified by mutual consent upon the request of either party.

**EIGHTH.-** The conditions of this agreement shall enter into effect from the date of signing by both parties and shall be valid for four (4) years, unless one party should notify its desire to





terminate the agreement before the end of the current period of its validity.

At any time prior to its expiry date of four years mentioned in the previous paragraph, the agreement may be extended up to a maximum period of four (4) additional years by unanimous consent of the signatory parties.

**NINTH.-** Both parties agree to carry to conclusion any commitments acquired under the terms of this agreement which may be outstanding upon its expiry.

**TENTH.-** The signatories to this agreement expressly consent to the full text, including any personal data, being made public on the website of the University of Granada.

### **ELEVENTH.**- Data Protection and Confidentiality...

- 1. With regard to all specific actions and agreements arising from the implementation of this collaboration agreement that entail the processing of personal data, the parties agree tocomply with the respective applicable regulations.
- . Specifically, the University of Granada is subject to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27 2016 (General Data Protection Regulation) and Spanish Organic Law 3/2018 of December 5 on the Protection of Personal Data and Guarantee of Digital Rights.
- For its part, the State University of Santa Catarina is subject to the regulations General Law for the Protection of Personal Data (LGPD) Law No. 13.709/18, of August 14, 2018.
- 2. With regard to the data that each party provides to the other party for the performance of the tasks, the signatories shall be obliged to sign, where appropriate and prior to access, the corresponding joint controller or processing agreement.
- 3. Each institution agrees to maintain the confidentiality and secrecy of all data and information provided by the other party. The receiving party may disclose this information only with the prior authorisation of the provider.

**TWELFTH.-** Any discrepancy, conflict of interest or problem which results from the implementation or interpretation of this agreement shall be resolved in first instance by the members of the Joint Committee and in second instance by their respective Rectors or their designated representatives.

Whenever no mutually agreed solution can be adopted, the parties hereto agree and consent to subject any differences arising from this agreement to the jurisdiction and exclusive competence of the courts of the defendant party, expressly renouncing recourse to any other possible jurisdiction.

The representatives of both institutions sign two equally valid copies of this agreement and affix their seal to them at the place and date mentioned.

ON BEHALF OF THE STATE UNIVERSITY OF SANTA CATARINA ON BEHALF OF THE UNIVERSITY OF GRANADA





## The Rector, Dilmar Baretta

The Rector, María Pilar Aranda Ramírez

Place and date:

Place and date: