



FRAMEWORK AGREEMENT FOR INTERNATIONAL COOPERATION

Between

ESME Sudria

A private higher education institution recognized by the French government
Headquartered at 38, rue Molière, 94200 Ivry sur Seine
Represented by its Director General Véronique BONNET
Hereinafter referred to as "ESME", on the one hand,

And

Santa Catarina State University

A public higher education institution headquartered at Madre Benvenuta Avenue number 2007 – zip 88035-901 Florianopolis, Santa Catarina, Brazil.
Represented by its Rector Dilmar Baretta
Hereinafter referred to as "UDESC", on the one hand,

All together hereinafter referred to as “the parties”.

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DECIDE AS FOLLOW:

1. Purpose

The purpose of this framework agreement is to promote collaborative research and study activities in the common areas of expertise.

2. Fields of cooperation

According to their resources and legal framework, the parties agree to establish between them a bilateral cooperation programme aiming at:

- a) Promoting exchange visits of teachers and researchers for fixed-term periods of teaching, lifelong learning or research, that will be mutually agreed upon by the Departments or Faculties concerned and particularly the participation to courses, conferences, seminars or symposia;
- b) Promoting student mobility and joint studies;
- c) Carrying out joint research programmes;

- d) Organizing together symposia, conferences and meetings;
- e) Inciting the participation of the administrative staff in cooperation actions that would facilitate good practice exchanges;
- f) Informing each other about the symposia, seminars, conferences and other scientific meetings they hold, as well as exchanging publication and documentation about their activities;
- g) Communicating the results of their pedagogical experiments (courses and seminars) to each other.

3. Terms of application

This framework agreement will be considered as the source document of any specific agreement signed during its validity period.

Cooperation activities mentioned in article 2 will be governed by specific agreements, which will specify the terms of cooperation and, in euros, the potential budget and grants.

4. Coordination

Each of the parties will name a staff member or service in charge of the administrative coordination of this present agreement.

For ESME, the International Office will be the referent for the implementation of this agreement.

For UDESC, the International Office will be the referent for the implementation of this agreement.

5. Confidentiality

Upon the validation of this agreement and upon its expiration or cancellation, the parties agree to respect the confidentiality of all information and documents, whatever their nature, transmitted between them during execution of this agreement. This consequently prohibits either party from sharing with any third-party information or documents transmitted throughout the duration of this agreement.

The parties shall take the necessary measures to ensure that their staffs respect this obligation of confidentiality.

6. Expansion to third parties

The cooperation might be expanded to third parties by addendum, in accordance with terms jointly defined and agreed by the parties.

7. Duration and renewal

The present Agreement shall be in force for five (5) years after the signature of the last of the parties.



The term of the present agreement does not implicate the premature ending of cooperation actions that have been started during the duration of the Programme.

After this period and after an evaluation of the cooperation activities, a new agreement may be established. It shall be submitted again to the procedures in force.

8. Termination

Each party shall have the right to withdraw from this agreement by giving the other party a six months' notice, if withdrawal takes effect no earlier than the end of the ongoing academic year, nor than the end of the ongoing partnership actions.

9. Addenda

This agreement may be amended in the form of an addendum which shall be submitted to the same procedure as the one used for the present agreement.

10. Conflict resolution

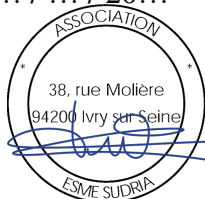
Any conflict about this agreement, regarding its interpretation, its non-validity, its execution, its termination, the addition of complementary elements or its adaptation to new conditions will be resolved by mutual agreement.

Failing that, the parties agree that such a conflict shall be submitted to mediation. The parties will select a unique mediator by mutual agreement. Failing that, each party will select a mediator within five working days following the date of the legal notice.

11. Language and number of copies

There are two (2) authentic texts of this framework agreement in English.

For ESME Sudria
Paris, 14/12/2020



Véronique BONNET
Director General

For UDESC
Florianopolis, ... / ... / 20...

A handwritten signature in black ink, appearing to read "Dilmar Baretta".

Dilmar Baretta
Rector