



BILATERAL EXCHANGE AGREEMENT

between

Tekniska Högskolan i Jönköping AB
(School of Engineering, Jönköping University)

And

Fundação Universidade do Estado de Santa Catarina

This **COOPERATION AGREEMENT** (the “Agreement”) is made and effective on the date written below and is entered between the following parties:

- (A) Tekniska Högskolan i Jönköping AB, Org. No. 556487-2751, (Jönköping University School of Engineering) a limited liability company organized and existing under the laws of Sweden and with its head office located in Jönköping, Sweden (hereinafter referred to as “JTH”), and

AND

- (B) Santa Catarina State University, an university existing under the laws of Brazil and the State of Santa Catarina and with its head office located in Florianopolis, Brazil (hereinafter referred to as “UDESC”).

A and B individually also referred to as “Part”, “Party” or “Institution” and collectively as “the Parties” or “the Institutions”.

1. Background

- 1.1. Jönköping University is one of three Swedish private, non-profit institutions of higher education with the right to award doctorates. Jönköping University operates on the basis of an agreement with the Swedish Government and conforms to national degree regulations and quality requirements. The university is characterized by internationalization, an entrepreneurial spirit and collaboration with surrounding society. The university is organized as a non-profit corporate group with Jönköping University Foundation as the parent organization and five wholly owned subsidiaries.

1.2. JTH is one of four specialized higher education schools within Jönköping University. JTH provides education in civil engineering, computer engineering, industrial engineering and management, and mechanical engineering. Study programmes, second- and third cycle courses and research are developed within the research profile "Industrial product realization in cooperation, especially applications for small and medium sized companies". JTH has an excellent reputation worldwide when it comes to research on materials and manufacturing technology for casting. Other areas of research include industrial production, product development and information engineering. School of Engineering is one of Sweden's leading educators in the field of engineering and offers programmes at all three levels: Bachelor, Master and Doctoral.

1.3. UDESC, which has excellence in higher education working in the areas of teaching, research and extension, completed, in 2015, its 50th anniversary, with a multicampi structure, with 12 units distributed in nine cities in the State from Santa Catarina, in the South Region of Brazil, in addition to 32 on-site support centers for distance learning, in partnership with the Open University of Brazil of the Ministry of Education (UAB / MEC). Currently, there are 15 thousand students distributed in 59 undergraduate courses and 48 masters and doctorates, which are offered free of charge. More than 95% of effective teachers are masters and doctors.

1.4. The Parties have expressed a mutual interest to initiate a strategic long-term cooperation which will comprise the areas marked below:

☒ Student exchange between the Institutions

☒ Staff exchange between the two institutions

☒ Exchange of information and materials that are of mutual interest

☒ Joint research between academic staff (separate Agreement needed)

1.5. In order to regulate the terms and conditions hereof, the Parties have entered into this Cooperation Agreement.

2. Definitions

2.1. In this Agreement, unless otherwise is evident from the context, the following words and expressions shall have the meaning set forth below:

"Academic Year"

At JTH the official academic year is divided into two Semesters (autumn and spring). The autumn semester is from August to January and the spring from January to June.

	At UDESC the official academic year is divided into two semesters. The first from February until June and the second from August until December.
"Credits"	<p>In Swedish higher education 1.5 credits is equivalent to approximately 40 hours of total work. This includes lecture hours, group work, seminar etc.</p> <p>At UDESC 1.0 credits is equivalent to 18 hours of instructions in classroom (1 UDESC credit = 1.5 ECTS). This includes lecture hours, group work, seminars, etc.</p>
"the Cooperation"	the cooperation between the Parties according to this Agreement.
"Grading system"	<p>At JTH a national grading scale is used. The grades are: fail or pass. Fail or 3 (pass), 4 (good), 5 (very good).</p> <p>UDESC evaluation system ranges from 0.00 to 10.00 points. The grades are: 0.00 – 4.90 (Fail), 6.90 – 5.00 (Sufficient), 7.50 – 7.00 (Satisfactory), 8.90 – 7.60 (Good), 10.00 – 9.00 (Outstanding).</p>
"Home Institution"	the Institution in which a student is formally enrolled or in where a Staff is employed.
"Host Institution"	the Institution that has agreed to receive an Exchange Student or accept a Staff from the Home Institution.
"Course Syllabus"	The Course Syllabus determine the structure of the educational course. A student admitted to JTH has the right to receive an education as specified in the Course Syllabus. All courses are based on a course syllabus. The course syllabus will contain information about the course's primary content, the learning objectives and the ways in which students' efforts are evaluated. The level of the course, number of Credits, specific entry requirements, forms of assessment with regard to the students' efforts, grading system, how a course is structured and any limitation regarding the number of examination opportunities must also be described.

The Course Syllabus determine the structure of the educational course. A student admitted to UDESC has the right to receive an education as specified in the Course Syllabus. All courses are based on a course syllabus. The course syllabus will contain information about the course's primary content, the learning objectives and the ways in which students' efforts are evaluated.

"Exchange Student"	Student enrolled in a Student Exchange Programme according to this Agreement.
"Tuition fees"	Tuition refers to a fee charged for educational instruction during higher education.
"Staff"	Include all categories of staff at an Institution: teacher, faculty and administrative staff.
"Staff Exchange"	Exchange of Staff between the Parties according to this Agreement.
"Student Exchange"	Exchange of Students between the Parties according to this Agreement.
"Undergraduate level"	The first level of university studies leading to a Bachelor degree.
"Graduate level"	The second level of university studies leading to a Master degree.
"Doctoral level"	The third level of university studies leading to a Doctoral degree (Phd).
"Transcript"	Records of academic results.

3. Objective of the Cooperation

- 3.1. The objective of the Cooperation is to promote Student Exchange and Staff Exchange in order to develop and increase the quality and the internationalization of the higher education at each Institution. In addition, the Cooperation aims to provide all individual participants with a wider knowledge and understanding of other countries and cultures, which in future will be reflected in the education and research activities.

4. Student Exchange

- 4.1. The purpose of the Student Exchange is to enable Exchange Students to take courses at, but not to pursue a degree from, the Host Institution. Courses passed at the Host Institution will normally be accepted for Credits towards a degree at the Exchange Student's Home Institution.

In addition the Student Exchange aims to add new dimensions to the Exchange Students studies, to give them a chance to experience another country's higher education firsthand, to enable them to learn about their subject from a new perspective and to improve their intercultural competence.

- 4.2. The Student Exchange is at the undergraduate and graduate level.
- 4.3. Each Institution undertakes to actively promote and give their students information about the Student Exchange, the other Institution and suitable courses at the other Institution.
- 4.4. Each Party undertakes to inform the other Party, without delay, of any changes of national or internal rules and regulations that may have effect on the Cooperation, e.g. definition of full time studies, Credits and Grading system.
- 4.5. Students interested to participate in the Student Exchange will be screened for eligibility for admission by their Home Institution. Each Institution shall respect the admission requirements and enrollment constraints of the Host Institution. Prospective Exchange Students will be subject to the standard rules, regulations and enrollment constraints of the Host Institution in the admission process. The Host Institution shall always have final authority on admission decisions.
- 4.6. Each Party undertakes to strive for an equal Student Exchange each Academic Year. The Student Exchange between the Parties shall balance over a five year period. The measure of exchange will be that one Semester at JTH equals one Semester at UDESC.

If internship or Final Project Work at a company (when organized by the home institution) is included as a part of the exchange period abroad and students study part time at the host institution, then the measure will be 0,5 student for one part time student at the host institution.

- 4.7. Exchange between JTH and UDESC may comprise 6 full-year UDESC and 6 full-year JTH students, or 12 semester-long UDESC and 12 semester-long JTH students per academic year.
- The Parties will negotiate the exact number of Exchange Students on a yearly basis. Agreement on the matter regarding the next Academic Year shall be made in November each year, at the latest.

- 4.8. In case there are other agreements within Jönköping University and UDESC, the balances of exchange places will be kept separately.
- 4.9. An individual Exchange Student's Student Exchange may not exceed one Academic Year of Full-time studies. For the purpose of this Agreement Full time studies are defined as follows.
- (i) Full time for JTH, is defined thus:
 - a. Students at Undergraduate level, a minimum of 30 Credits per Semester
 - b. Students at Graduate level, a minimum of 30 Credits per Semester
 - (ii) Exchange students are required to take a minimum of 3 courses per Semester at UDESC.
 - (iii) The full-time equivalent number of credits for accreditation is calculated by the home institution according to its regulations and requirements.
- 4.10 Exchange Students shall pay tuition and other fees, if applicable, to their Home Institution in accordance with national rules and regulations. The Host institution will waive tuition and other required fees.
- 4.11 UDESC is informed that JTH does require all students, Exchange Students included, to pay the obligatory Student Union fee.
- 4.12 Exchange Students are expected to meet the prerequisites to participate in the Student Exchange, including language requirements.
- (i) At JTH the pre-requisites are
 - a. The general prerequisite for bachelor exchange students is at least one year of completed university studies at the home institution before the exchange semester. For applicants interested in master level courses, we recommend prerequisites with the equivalence of a bachelor degree of at least three or four years. All students must fulfil the prerequisites of each chosen course. When signing the Choice of Courses confirmation the home institution certifies that the student fulfils the prerequisites for each chosen course.
 - b. Language requirements at JTH: Exchange students must have fluency in English equivalent to: TOEFL * Paper based: a minimum score of 575 with at least 4,5 in "Written test (TWE)" TOEFL * Internet based: a minimum score of 90 with at least 20 in "Written test (TWE)". IELTS Academic: * An overall score of 6.5 and no section below 5.5. Although language test scores are not formally required, all students are expected to meet the minimum English requirements. The home institution is responsible for insuring the fluency in English of the students. See complete language requirements on the university website www.ju.se.

- (ii) At UDESC the pre-requisites are
- a. be at least 18 (eighteen) years old;
 - b. be regularly enrolled in an undergraduate course at UDESC;
 - c. have at least the first two phases completed at the time of application;
 - d. present the documentation and comply with the requirements required in this Resolution, as well as those required in a specific Public Notice;
 - e. fulfill the requirements demanded by the destination HEI, as well as those demanded by UDESC;
 - f. comply with the requirements required in the agreements and / or protocols signed between the UDESC and the destination HEI;
 - g. not having been punished in disciplinary proceedings at UDESC;
 - h. present conditions to complete the course with the absence for academic mobility.

4.13 During the Student Exchange the Exchange Student will take courses required by their Home Institution. The planning of each Student Exchange will be done in consultation between the Exchange Student, the Home Institution and the Host Institution. The Exchange Student is expected to meet the prerequisites of the courses. The exact program of each student will be determined by the student with the approval of his or her home institution.

4.14 Exchange Students will be enrolled as non-degree students at the Host institution and will be eligible to the same rights as all students at the Host institution. Exchange Students will also be expected to abide by the rules and regulations of the Host University.

4.15 Exchange Students will be responsible for arranging necessary visa/passport. The Parties shall not be liable to each other or to any other party for the failure of the Exchange Student to obtain the necessary documentation.

4.16 Exchange Students are responsible for all personal costs in connection with the Student Exchange, e.g. accommodation, travel, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising out of the exchange.

4.17 The Host Institution shall advise Exchange Students regarding suitable housing and make reasonable efforts to assist the Exchange Students in arranging suitable accommodation.

4.18 The Host Institution will issue an official Transcript in respect of the Exchange Student to his or her Home Institution after approved completion of the course/courses covered by the Student Exchange.

5. Staff Exchange

5.1 Each Party undertakes to encourage Staff Exchange. The exact scope, meaning and duration of the exchange will be determined on a case-to-case basis and by mutual agreement.

- 5.2 All expenses associated with Staff Exchange will be arranged by the Staff in consultation with his/her Home Institution.
- 5.3 The Host Institution shall not be responsible for any financial obligations, including employment, compensation, travel, transportation, accommodation, health, dental, property and accident insurance and/or other expenses related to the visit or the research project, unless specifically agreed.
6. **Exchange of information and materials**
- 6.1. Exchange of information and materials between the two partner institute can be made if required and agreed by both the partners.
7. **Other forms of cooperation**
[If required, students from UDESC and JTH can take online course, if agreed by both parties when needed. Agreement should be made on details such as which courses, number of students, balance measure, registration, achieved results and transcript of records. Agreement shall be made in writing for next academic year in November each year, at the latest.
8. **Force majeure**
- 8.1. Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event.
- 8.2. For the purpose of this Agreement, a "Force Majeure-Event" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that,
- (i) such circumstance, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such Party, and
 - (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.
- Subject to this provision a Force-majeure Event shall include, but not be limited to the following events: acts of war (whether declared or undeclared), invasion, acts of terrorists, riot and sabotage; earthquakes, hurricanes, floods or such other extreme weather or environmental conditions; strikes, lockouts labor disputes.
- 8.3. If a Party wishes to claim protection in respect of a Force Majeure-Event, it shall as soon as possible notify the other Party of the nature and expected duration of such Force

Majeure-Event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

8.4. The Parties shall use their reasonable endeavors to:

- (i) Overcome the effects of the Force Majeure-Event;
- (ii) mitigate the effect of any delay occasioned by any Force Majeure-Event; and
- (iii) ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable, provided that neither Party shall be obliged to settle any strike, lockout, labor dispute or such other action by its employees.

9. Notices

9.1. All notices, requests and other communications pursuant to this Agreement shall be addressed in accordance with the contact details below:

- (i) JTH
Jönköping University School of Engineering
Address: P.O. Box 1026, SE-551 111 Jönköping, Sweden
Contact person: Heidi Woodhouse Schmit, International Relations Manager
Telephone: +46 (0)36 101547
E-mail: Heidi.woodhouse-schmit@ju.se
- (ii) UDESC
SCII - Secretaria de Cooperação Internacional / International Office - EducationUSA
UDESC - Universidade do Estado de Santa Catarina
Av. Madre Benvenuta, 2007 - Itacorubi
CEP 88.035-901 - Florianópolis/SC
Telephone : +55 (48) 3664 8083
E-mail: ricardo.donha@udesc.br

9.2. Notice of change of address shall be effective only when done in accordance with this section.

10. Relationship between the Parties

10.1. The relationship between the Parties established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to give either Party the power to direct or control the day-to-day activities of the other. Neither Party is a representative or partner of the other party.

10.2. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligations or liability of or otherwise bind the other party.

- 10.3. The parties agree that this Agreement does not grant each institution any license of use or rights over the other party. The use of trademarks and/or denominations representative of either party are strictly prohibited without the owner's written consent.
11. **Entire Agreement**
- 11.1. This Agreement contains the entire agreement between the Parties with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral, written or purportedly agreed to shall be deemed to bind the Parties hereto with respect to the subject matter hereof.
12. **Headings**
- 12.1. The Section Headings contained in this Agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of this Agreement
13. **Amendments and modifications**
- 13.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
14. **Term and survival of the Agreement**
- 14.1. This Agreement becomes effective when it has been signed by the Parties and will remain in force until terminated by either Party, giving a written notice not later than one year in advance, not later than June 30, at the latest. However, termination shall not affect the number of exchange places agreed for the following Academic Year, as well as the participation of those Exchange Students nominated and enrolled in a Student Exchange.
- 14.2. If one of the parties at Jönköping University decides to terminate the cooperation agreement with UDESC, the cooperation agreement will continue to be effective with the party that does not decide on terminating the cooperation.
15. **Dispute resolution and applicable law**
- 15.1. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce.
- 15.2. Where the dispute cannot be settled by mediation, it shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

- 15.3. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 15.4. The seat of arbitration shall be Stockholm.
- 15.5. The language to be used in mediation or in the arbitral proceedings shall be English.
- 15.6. This Agreement shall be governed by the substantive law of Sweden.

The Parties agree that any dispute, controversy or claim arising from this Agreement, the breach, termination or invalidity thereof, shall be solved through negotiation between the Parties. If no solution is founded the Parties will submit the controversy to mediation; this shall be conducted in English. Mediated settlement, if any, shall be reduced to writing. If necessary, both Parties will agree on a neutral arbitrator and agree to abide by its resolution.

This Agreement has been executed and signed digitally, and the Parties has received one copy each.

Signed on behalf of **Tekniska Högskolan i Jönköping AB** (Jönköping University School of Engineering)

Place and date:

Signature

Name: Ingrid Wadskog
Dean MD

Signed on behalf of Santa Catarina State University (UDESC)

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Place and date:

DILMAR
BARETTA:8241617690
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Signature

Name: _____
Rector, UDESC

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Signature page

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