

STUDENT EXCHANGE AGREEMENT BETWEEN:

Groupe Rennes School of Business - a non-profit organisation under the French law, whose registered office is located at 2 rue Robert d'Arbrissel 35065 Rennes (FRANCE), registered in the Prefecture under the number W353011767, represented by Thomas FROEHLICHER, in his capacity as Dean & General Director, duly authorized for the purpose hereof, hereinafter referred to as « **RSB**»,

on the one hand,

and:

Universidade Do Estado de Santa Catarina, a non-profit organisation under the Brazilian law represented by its rector Professor Dilmar Baretta, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil to as "**UDESC**",

on the other hand,

Individually referred to as a « party » and collectively as the « parties ».

1. Preamble

In the spirit of prolific international relations and academic cooperation, RSB and UDESC wish to strengthen their ties following their mutual interests in delivering programmes of academic excellence and cultural diversity. Hence, RSB and UDESC have decided to enter into this Student Exchange agreement.

2. Objectives

The general purpose of this agreement is to establish and facilitate educational and academic exchanges between RSB and Partner Institution UDESC.

The two Institutions agree to promote mutually beneficial activities in the areas of education, research and other academic issues, and to cooperate and work together towards the internationalisation of higher education. They will support their students and teachers in gathering and exchanging academic and professional experience in their mutual countries.

3. Duration of the agreement & automatic renewal

This Agreement shall be in force and binding upon the Parties for a period of five (5) years, beginning on February 2022.

4. Number of students and level

> Up to 4 semester slots from RSB to UDESC

Students registered on the IBPM3 programme ("International Bachelor Programme in Management", 3rd year after the Baccalaureate) at Undergraduate level will be accepted on exchange at UDESC for one semester or one academic year and will choose 4 or 5 Undergraduate level main courses among management courses offered by UDESC.

Students registered on the PGE2 programme ("Programme Grande Ecole", 4th year after the Baccalaureate) will be accepted on exchange at UDESC for one semester and will choose 4 or 5 Undergraduate or Master level main courses among management courses offered by UDESC.

IBPM3 students must obtain the equivalent of 24 ECTS per semester and PGE2 students must obtain the equivalent of 20 ECTS per semester.

Students registered on the PGE3 programme ("Programme Grande Ecole", 5th year after the Baccalaureate) at master level will be accepted on exchange at UDESC for one semester or one academic year and will choose courses among Postgraduate level management courses offered by UDESC.



PGE3 students must obtain the equivalent of 24 ECTS per semester.

➤ **Up to 4 semester slots from UDESC to RSB**

Students from UDESC registered on a Bachelor Programme after at least 2 years of Bachelor studies at UDESC will be accepted on exchange at RSB for one semester or one academic year and will choose among the list of classes at Undergraduate level offered at RSB.

Students from UDESC registered on Master programme will be accepted on exchange at Rennes SB for one semester or one academic year and will choose among the list of classes at Postgraduate level offered at RSB.

Students from UDESC can take part in one of RSB Summer Programmes opened to exchange students with tuition fees waived. 3 students sent on one summer programme is equivalent to 1 semester slot.

Students from both Institutions must have their course selections approved by their home department and appropriate academic authority in order to obtain transfer of credits.

One student spending one academic year in the host institution is equivalent to two semester slots.

5. Language requirements

➤ **Exchange Programme Applicants from RSB:**

UDESC has classes in English and in Portuguese available to exchange students so proficiency in either language is required in order to attend classes.

➤ **Exchange Programme Applicants from UDESC:**

Exchange students who wish to follow courses in English should have a B2 level in English (equivalent to TOEFL: 550 (PBT) 79 (IBT)) or be native speakers, in which case a language test is not required.

Knowledge of French is not necessary, as all the classes will be given in English.

6. Admission process

Prior to the start of the Host Institution's exchange period, the Home Institution must:

Exchange Agreement between RSB and UDESC



- Recruit, select and nominate students (candidates) to the Host Institution before the deadline set by the Host Institution
- Ensure that the nominated students provide the Host Institution with details of their academic records using the appropriate application forms before the deadlines set by the Host Institution.
- Confirm the programme and choice of courses in which the students wish to enrol.

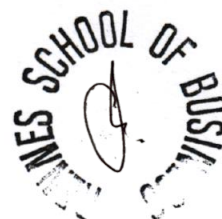
Prior to the start of the exchange period, the Host Institution must:

- Confirm that it will accept the students nominated by the Home Institution. This will have to be made in accordance with the number previously accepted and based on the criteria set forth in this agreement.
- Send a letter of acceptance.
- Send information about the programme.
- Send the name of the relevant contact officer for assistance at the Host Institution (enrolment, study, accommodation, etc.).

Every year, the partners will provide each other with the various deadlines that apply in the admission process.

7. Additional information

Students participating in the exchange programme will not be charged any tuition fees by the Host Institution. Students from each school will register in their institution of origin, but will have the same access to teaching staff, academic resources, and student services as the students at the Host Institution. Candidates participating in the exchange programme will be selected by their respective institutions according to criteria set forth in this agreement. They will be integrated into the Host Institution as regular students and will be subject to the student rules and regulations of the Host Institution. The Home Institution considers that the selected students are suitable to undertake study abroad, have sufficient language proficiency in the language of instruction and have sufficient



financial resources to meet all of their financial obligations during their stay abroad. Individual direct applications of students will not be accepted as part of this exchange agreement.

This agreement is based on reciprocity. Whenever possible, the same number of students are registered between the partners during each exchange programme period. Both institutions agree to resolve any exchange inequalities through mutual agreement and adjustment either by increasing or suspending the number of students sent or received. This should be notified in due time to the other partner, i.e. at the beginning of the previous academic year so as to allow sufficient time to communicate the information to their students. **In case of no reply from the partners, the number indicated in this general agreement will be considered as the reference.**

8. Promotion of Cooperative Projects

Each institution should promote the partnership and the cooperative programmes described by the exchange agreement through each institution's website and provide the relevant promotional materials to the students.

Each institution should allow or invite the partner concerned to make a presentation or organise a seminar in order to promote partnership programmes. This student exchange agreement is not intended to be a legally binding document, but rather is intended to describe the nature and the guidelines for mutually beneficial cooperation. Nothing, therefore, shall reduce the full autonomy of either institution, in carrying out the agreement.

9. Termination - Revision

In the event of non-execution or violation by one of the Parties of any of the provisions of the Students Exchange Agreement, the latter may be unilaterally and automatically



terminated by the other Party 30 (thirty) days after the sending of a formal notice by registered letter with acknowledgment of receipt, which shall remain without effect, without prejudice to any damages and interest that may be claimed from the defaulting Party, and not exclusively:

- In the circumstance of failure by one of the Parties to fulfil its obligations
- In the circumstance of failure to comply with the conditions of use of the logo or trademarks
- In the circumstance of damage or risk of damage to the image of one of the parties that may result from the collaboration that is the subject of this agreement, if one of the parties is publicly involved in events that are difficult to reconcile with the values and principles of the other party.

Furthermore, this Agreement shall be automatically, and ipso jure terminated if, in particular, either Party finds it impossible to continue this Agreement because of a legislative or regulatory change concerning it or its activities.

Termination shall occur within fifteen (15) days of formal notice sent by registered letter with acknowledgment of receipt.

Any termination of the agreement must consider the rights of students already participating or accepted in the Programme.

10. Confidentiality and Professional Secrecy

Each Party undertakes to keep confidential all documents and information concerning the other Party, of whatever nature (except for documents and information already in the public domain) to which it may have had access during the performance of this contract. The Parties shall take vis-à-vis their personnel all necessary measures to ensure, under their responsibility, the secrecy, and confidentiality of all information and documents coming to their knowledge during their mission. The Parties undertake to ensure compliance with this clause by the person they call upon.

It is agreed that if a Party intends to communicate any of this information to a third party, it must obtain the other Party's prior written consent.

The Parties agree that this confidentiality clause shall remain in force for a period of three (3) years after the expiry of this Contract.

11. Conditions of use of trademarks, logos, and distinctive signs

The rights to use and reproduce the respective trademarks, distinctive signs and logos of the Parties are granted to the Parties on a precautionary and non-exclusive basis for the sole duration of this Convention. The rights granted shall automatically terminate upon termination of this Convention, whatever the cause.

The Parties undertake to reproduce their respective trademarks, distinctive signs, and logos clearly and visibly, without alteration or modification, i.e., in strict compliance with the wording, proportions, graphics, and colours. These logos may not be reproduced, without the Parties' agreement, in association with a trademark or logo other than those of the Parties.

The Parties undertake to transmit to each other before any act of reproduction or representation of their respective trademarks, distinctive signs, or logos, whatever the form, all the models, files, or illustrations concerned.

This communication shall be made within fifteen (15) working days to enable the Parties to examine the elements concerned, make their observations, and, if necessary, request any modification they deem necessary. The Parties may not put into circulation communication media of this Contract reproducing their respective trademarks, distinctive signs, or logos without having received prior authorisation from the other Party.

In general, the Parties shall take care not to distort the terms of their collaboration or damage the other Party's image or corporate purpose. The preservation of this image is a key factor in the success of cooperation, the existence of which must in no way affect the Parties' freedom of action and communication, including on the issues to which it

relates, in respect of which the Parties accept that their respective positions may diverge. Each Party should remain free to express its differences.

Just cause

The Party whose trademark, distinctive sign, or logo is to be used may oppose its use only on a just ground, which may, for example, consist of damage to its image. It is specified that this just ground for opposition by a Party may result both from the medium on which its trademarks, distinctive signs, or logos are used and from the context in which they are used, reproduced, or represented.

12. Compliance with the Legislation and Standards in Force

RSB and UDESC undertake, in executing this contract, to comply with the laws applicable to all their national or international activities, subject of this Contract and recalled in the preamble.

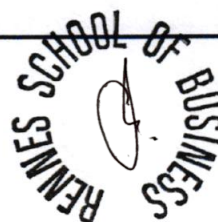
The Parties undertake to provide their employees with a safe and healthy workplace following the laws in force.

In a spirit of transparency, the Parties undertake to communicate any environmental problems related to the creation and marketing of its products or services or relating to the areas covered by this Contract as soon as these are deemed serious enough to require discussion within the framework of this Contract.

13. Partial Validity

If one or more stipulations of the Contract are held to be invalid or declared as such by a competent court's final decision, the other stipulations of the Contract shall retain their full force and scope.

14. Non-Exclusive



This cooperation contract is non-exclusive and leaves the Parties free to set up other cooperation actions like the one covered by this agreement.

15. General Data Protection Regulation

Each Party shall respect regulations in force in its country and, where applicable, local regulations which apply to the protection of the personal data of the students and members of staff with respect to the collection, processing, storage of the said data and the transfer thereof to the other Party.

In this regard, if UDESC is located outside the European Union in a country which is not considered as offering an adequate level of data protection, UDESC undertakes to sign and comply with the Standard Contractual Clauses for the transfer of the students and members of staff's personal data from the European Community to third countries. Standard Contractual Clauses are attached in Appendix A.

16. Force Majeure

Force Majeure shall mean fire, earthquake, hurricane, flood, Act of God or natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause which is beyond the control of the Parties.

If a Force Majeure Event occurs pursuant to this paragraph, either party may cancel the Agreement upon written notice thereof to the other Party. In the event that the Agreement is cancelled due to a Force Majeure Event, the Parties' respective obligations will be excused, except as provided herein, and each party shall bear its own costs incurrent in connection with this Agreement.

17. Arbitrage & conflict resolution



Any disputes or controversies that could arise from this Student Exchange Agreement, including those of its nullity or invalidity, will be solved by the parties in a common and friendly agreement.

18. Contact data for notices regarding this agreement

Rennes School of Business:

Name: Elodie SAINT-YVES, International Mobility Manager

Address: 2 rue Robert d'Arbrissel

Phone: +33 (0)2 99 54 63 63

E-mail: elodie.saint-yves@rennes-sb.com

Universidade Do Estado de Santa Catarina :

Name: Secretaria de Cooperação Institucional e Internacional

Address: Av. Madre Benvenuta 2007, Reitoria da UDESC

Phone: +55-48-36648081

E-mail: scii@udesc.br

In witness thereof, the parties below have offered their signatures:

For and on behalf of

For and on behalf of

Rennes School of Business

**Universidade Do Estado de Santa
Catarina**

Dr Thomas FROELICHER

DILMAR
BARETTA:82416176900
Rector Dilmar Baretta

Assinado de forma digital por
DILMAR BARETTA:82416176900
Dados: 2022.05.10 19:24:25
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Signature: _____

Signature: _____

Date: 22/06/2022.
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35065 RENNES Cedex - France
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Date: _____