

**FRAMEWORK AGREEMENT BETWEEN
“ALMA MATER STUDIORUM” - UNIVERSITY OF BOLOGNA
AND FUNDAÇÃO UNIVERSIDADE DO ESTADO DE SANTA CATARINA – UDESC**

This Framework Agreement is made and entered into by the Alma Mater Studiorum - University of Bologna, represented by its Rector, prof. Giovanni Molari, hereafter referred to as “University of Bologna”, and the Fundação Universidade do Estado de Santa Catarina - UDESC, represented by its rector Professor Dilmar Baretta, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil, collectively referred to as “the Parties”, establishing the basis for their further cooperation in accordance with the following:

ARTICLE 1- GENERAL SCOPE OF COOPERATION

The Parties agree to pursue the following general forms of cooperation in the following areas of mutual interest:

- Teaching: joint projects development, joint programme development (at Bachelor, Master, PhD and Professional Master level) and development of vocational training courses for teachers and other categories;
- Exchange of academic staff;
- Exchange of students;
- Exchange of PhD students;
- Career guidance: design of curricular internships and vocational guidance paths;
- Research: identification and development of research initiatives and projects of mutual interest; exchange of researchers on a bilateral basis with mutual access to research facilities; promotion of joint publications as well as dissemination and exploitation of research results;
- Design of innovative and experimental projects in fields of mutual interest;
- Organization of seminars, symposia and conferences on themes of common interest;
- Mutual employment of staff for teaching, research and institutional purposes.

ARTICLE 2 – SPECIFIC IMPLEMENTATION AGREEMENTS

The Parties commit to negotiating and entering into further specific Agreements setting out the particular terms of the above-mentioned cooperative activities.

Specific agreements can be negotiated also at department/school level.

ARTICLE 3 –THE PARTIES’ COMMITMENT

The Parties agree to facilitate the exchange of information in the field of teaching and research, with particular regard to the mutual recognition of academic qualifications and the sharing of research expertise in order to explore the possibilities for the development of joint initiatives and projects, also in the framework of funding programmes and / or in collaboration with other institutions and enterprises.

ARTICLE 4 - COORDINATION

Each Party will define the office in charge for the collaborative activities to be carried out in the framework of this agreement or in the specific implementation agreements.

ARTICLE 5 – FINANCIAL PROVISIONS

The Parties establish that this Framework Agreement is not intended to create any legally binding financial obligation on either Party.

Each Party will bear its own legal costs and other costs incidental to the drafting, negotiation and conclusion of this Framework Agreement.

Financial provisions will be determined and negotiated in the specific implementation agreements.

ARTICLE 6 – USE OF NAME, LOGO OR TRADEMARK

Neither Party may use the name, logo or trademark of the other Party without its prior written consent.

Parties undertake to plan any activity of dissemination, advertising, and publicity arising from their collaboration together.

ARTICLE 7 – INTELLECTUAL PROPERTY

Provisions related to the ownership, protection and exploitation of the results generated under the specific implementation agreements and to the related Intellectual Property Rights, as well as access rights, will be detailed in the specific implementation agreements.

ARTICLE 8 - CONFIDENTIAL INFORMATION

The Parties shall agree on confidentiality obligations in each specific implementation agreement.

ARTICLE 9 – ACKNOWLEDGEMENT AND COMPLIANCE

The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this agreement and/or the activities contemplated under this agreement. The Parties acknowledge that in any activities or projects contemplated by this agreement they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party’s jurisdiction where requested to do so by the other Party provided such compliance is not in breach of any law or regulation of a Party’s own jurisdiction.

ARTICLE 10 – NON-DISCRIMINATION AND EQUAL OPPORTUNITIES

The Parties undertake to guarantee equal opportunities for students and staff involved in the above-mentioned cooperative activities, with particular regard to their access to teaching and research facilities. The Parties also commit to strengthening the general interest towards the themes of integration and non-discrimination in order to foster a widespread and shared awareness of these themes among the University community.

ARTICLE 11 - CONTROVERSIES

The Parties must without delay and in good faith attempt to resolve any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any questions regarding its existence, validity or termination. The resolution of any dispute that may arise in relation either to the present Framework Agreement, or to any specific agreement entered to pursuant to this one, will be amicably settled by the Parties.

ARTICLE 12 – DURATION, AMENDMENTS AND TERMINATION

This Framework Agreement shall be valid from the date of the last signature and shall remain in force for 5 (five) years, starting from that date.

Either Party may terminate the Agreement by providing 60 (sixty) days advance written notice to the other Party. The termination will not affect current activities at the time of termination which may continue to their natural or previously agreed conclusion.

No amendment of the terms of this Framework Agreement will be valid unless made in writing and signed by each Party’s authorized signatory.

In the event the Parties wish to renew this Framework Agreement and the renewal has not been finalized upon expiry, the terms and conditions shall continue to apply from the time of written confirmation that both Parties wish to renew, until the Parties have signed a new Framework Agreement.

ARTICLE 13 – SIGNATURE AND ORIGINAL COPIES

The Parties agree that this Framework Agreement is drafted and signed in 2 (two) original copies both written in English and having the same value. Any translation shall be for convenience only and shall have no legal effect. Each Party represents that the individuals signing this Agreement have the authority to sign on its behalf.



Documento assinado digitalmente
DILMAR BARETTA
Data: 08/04/2024 18:58:45-0300
Verifique em <https://validar.iti.gov.br>

Date.....
The Rector
Alma Mater Studiorum - University of Bologna
Prof. Giovanni Molari

Date.....
The Rector
Universidade do Estado de Santa Catarina
Prof. Dilmar Baretta

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