



**COOPERATION AGREEMENT
BETWEEN
UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC), BRAZIL
AND
UNIVERSITAS NEGERI MALANG (UM), INDONESIA**

Universidade Federal de Santa Catarina (UFSC), special regime autarchy, under the Ministry of Education, established by the Law No. 3849 of December 18, 1960 - Decree No. 64824 of July 15, 1969, located at Campus Universitário Reitor João David Ferreira Lima, Florianópolis, Santa Catarina, Brazil, represented by its Rector, Prof. Ubaldo Cesar Balthazar and Universitas Negeri Malang (UM), established by the Letter of Decision No. 38742/Kab. From the Ministry of Education, Teaching, and Culture, Republic of Indonesia, Jakarta, dated 1 September 1954, located at Jl. Semarang No. 5, Malang 65145, represented by its Rector Prof. AH. Rofi'uddin, designated by the Letter of Decision from the Ministry of Research, Technology, and Higher Education No. 248/MPK.A4/KP/2014 dated 3 November 2014, express that the objective of this agreement is the development of collaborative activities between the above mentioned universities, with the intention of expanding their academic relationship and stimulating the exchange of knowledge. Therefore, both institutions decide to enter into agreement according to the following terms:

SECTION I - JOINT ACTIVITIES

The institutions involved in this Agreement intend to provide the means necessary for the joint implementation of the following activities, in all common areas of knowledge:

1. Exchange of undergraduate and graduate students, faculty, researchers and administrative staff;
2. Projects and research activities;
3. Collaboration and participation in seminars, lectures, symposia and academic meetings;
4. Special short term academic programs;
5. Programs at undergraduate and graduate levels, including doctoral programs;
6. Double degree agreements;
7. Co-supervision agreements;
8. Any other areas of cooperation to be mutually agreed upon by the Parties.

Specific written agreements must be in place prior to activities described in Points 2, 4, 5, 6, 7 and 8. The mentioned written agreements must describe both the terms and agreements at issue and must be signed by the representatives of both institutions.

SECTION II - COORDINATORS

Each university may designate a local coordinator for this Agreement, who will be responsible for organizing the related activities, evaluating the fulfillment of the work plan and, when possible, seeking adequate funding. In case it is necessary to substitute the coordinator, the other party must be notified in writing.

At UFSC, coordination will be assigned to Professor Gilvan Müller de Oliveira
E-mail: gimioliz@gmail.com.

At UM, coordination will be assigned to:

Dr. Evi Eliyanah
Director, Office of Internasional Affairs
Gedung Sasana Budaya Lt.1
Universitas Negeri Malang
Email: uia@um.ac.id or iro@um.ac.id
Tel.: +62 (0) 341 551312 ext.360
Fax. no: +62 (0) 341 5847459
Jl. Semarang No.5, Malang, 65145
Indonesia

SECTION III - INTELLECTUAL PROPERTY RIGHTS

1. The parties agree to respect each other's rights to intellectual property. When any activity under this Agreement requires access, sharing or transfer of technology from one university to another, they should enter into a written agreement on the conditions of such access, sharing, or transfer.
2. The intellectual property rights arising as a result of cooperation in research or other activity under this Agreement will be discussed on a case by case basis and shall be compatible with the officially established policies of both parties. The parties shall enter into a written agreement on the ownership of intellectual property rights arising from activities performed under this Agreement in accordance with relevant international agreements and national laws.
3. The Universities must inform one another the occurrence of results that are protectable by the Intellectual Property Rights in case any of the authors or inventors comes from the other University.
4. The Universities must comply with the conditions of secrecy established in their national legislation, as well as in the international agreements, with special regard to Article 39 of the Agreement on Trade- Related Aspects of Intellectual Property Rights, by the World Trade Organization.

SECTION IV - RESOURCES

1. There will be no financial contributions from the parties, which will not be obliged to fund the activities of cooperation.
2. When necessary, the institutions involved in this Agreement may seek financial assistance through funding agencies or other funding sources. They shall also provide administrative support in order to ensure that the activities under this Agreement meet the expectations of both institutions.
3. Students, faculty, researchers and administrative staff in exchange shall not pay fees at the host institution, with exception of fees for extension activities, extracurricular courses or any other non-regular activities in the Host Institution. The fees of the home institution, if any, shall be paid according to its policies and regulations.

SECTION V - CIVIL RESPONSIBILITY

The host institution shall not be held accountable for any damage caused by students, faculty, researchers and administrative staff of the partner institution, not even for accidents, illness, disability, death or funeral repatriation.

SECTION VI - HEALTH INSURANCE

Exchange applicants, whether students, faculty, researchers or administrative staff, should hire insurance as required by the host university, valid in the country of destination for the entire period of mobility.

SECTION VII – CONDITIONS FOR ACADEMIC STUDENT EXCHANGE

1. Each institution will select and guide, according to their own criteria, students wishing to engage in the exchange program at the partner institution. In turn, the Host Institution will receive the applications within the established deadline and submit them to their respective departments for review and decision on final acceptance.
2. Each party will designate up to 5 (five) students per year to participate in the exchange program, in order to promote the balance in number of students exchanged by the end of this Agreement. The number of students designated yearly may vary, after review and negotiation between the institutions. Each student will be allowed a maximum of two semesters of exchange, consecutive or not.
3. The host institution will send a Letter of Acceptance to the students who have their applications approved. This letter must be sent in a timely manner for the students to obtain the appropriate visa before leaving their country of origin. No student may be enrolled at the host institution without the proper visa.
4. Exchange students may enrol in any department of the host institution provided they meet the prerequisites and comply with applicable requirements.
5. The host institution will provide academic advising, and relevant information throughout the duration of the exchange. A certificate of academic achievement of exchange students will be provided at the end of the courses taken at the host institution, so credits can be validated in their home institution.
6. The host institution will help the exchange students to find housing. However, housing will not necessarily be provided by the host institution.
7. Exchange students wishing to engage in internship through the host institution will be responsible for arranging the place of internship and supervisor beforehand, as well as comply with regulations, contracts, terms of responsibility or any requirements established by the host institution.

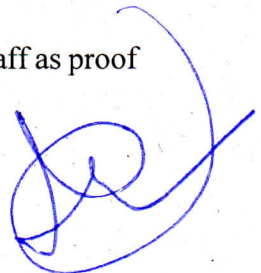
SECTION VIII – STUDENTS' RIGHTS AND RESPONSIBILITIES

The students selected to participate in this program will have the same rights and responsibilities as those which apply to the students of the host institution, subject to the current laws and regulations, and they can be subject to stipulated penalties for failure to comply. The home institution must be notified in case any of its students fail to comply with the applicable laws and regulations.

SECTION IX – CONDITIONS TO THE EXCHANGE OF FACULTY, RESEARCHERS AND ADMINISTRATIVE STAFF

1. In order to further strengthen the relations between the parties, improve the theoretical knowledge and practical procedures of each institution, and promote training, both institutions agree to provide the exchange of faculty, researchers and administrative staff. Participants may be selected by the home institution, or invited by the host institution.
2. The resources for financing the exchange of faculty, researchers and administrative staff may be provided by funding agencies in the home country or host country.
3. The host institution will provide certificates for faculty, researches and administrative staff as proof of participation in activities during the period of stay in the institution.

SECTION X – FINANCIAL RESPONSIBILITY



Exchange applicants, whether students, faculty, researchers or administrative staff, will be responsible for all costs related to the exchange, such as visa, passport, tickets, accommodation, transportation and food, whether or not they receive any kind of grant or financial support.

SECTION XI - TERM AND EXTENSION

The present Agreement is effective for 05 (five) years starting from the date of the last signature. The period of validity may be extended before the expiration date, by means of written communication by both parties, preferably at least 60 (sixty) days before termination.

SECTION XII – ALTERATIONS

This Agreement may be altered during its term via written consent of both parties, in the form of an Addendum.

SECTION XIII – TERMINATION

This legal instrument may be terminated by either party at any time upon prior notice of at least six months, or for failure to comply with any of its terms or conditions. Early termination shall not affect the activities in progress that may depend on specific extension, provided that they are justified.

SECTION XIV – JURISDICTION


Issues not contemplated by this Agreement or disputes that may arise in its execution shall be reviewed by the representatives of the institutions, or by representatives delegated by them.

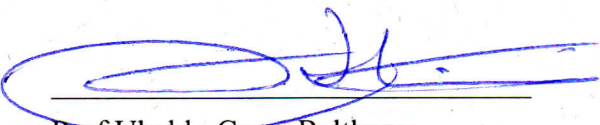
In case of difficulty in reaching an agreement between the parties on finding a mediator or a consensual solution, the parties will activate the competent court. It is agreed that the place of the litigation event will define the laws to be applied and the competent court. When it happens at UFSC, the competent court will be Florianópolis County. When it happens at Universitas Negeri Malang, the competent court will be Malang.

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This Agreement will be signed in two counterparts of identical form and content. Each institution must have one original.

Florianópolis, 12 / 01 / 2019

Malang, 28 / 5 / 2019

REKTOR
Prof. AH. Rofiuddin
Rector of UM


Prof. Ubaldo Cesar Balthazar
Rector of UFSC