

AGREEMENT BETWEEN
UNIVERSIDADE DE PERNAMBUCO (BRAZIL)
AND UNIVERSITAT DE VALÈNCIA (SPAIN)

On the one hand, María Vicenta Mestre Escrivá, Honourable Rector of Universitat de València (Estudi General), with registered office in València, 13, Avda. Blasco Ibáñez (CP 46010) and with CIF: Q-4618001-D, acting on behalf of and representing it, legitimized for this act by virtue of article 94 of the Statutes of Universitat de València and empowered as of its appointment by Decree 25/2022, of March 11, of Consell de la Generalitat (DOGV no. 2022/9297 of 14/03/2022).

On the other, José Roberto de Souza Cavalcanti, honourable acting Rector of the Universidade de Pernambuco as its representative legitimized for this act by virtue of article 43 of the Statute of Universidade de Pernambuco, addressed in Av. Agamenon Magalhães s/nº, Santo Amaro, Recife - PE, CEP 50100-010, Brasil

STATE

That drawn by the willingness to reinforce the existing academic relationships and establish new ones, and with the necessary mutual legal capacity to sign the present agreement on behalf of the institution that they represent, agree

CLAUSES

FIRST.

The present agreement has been designed to facilitate university cooperation in both academic and research fields, during the three cycles of higher education.

SECOND.

In order to carry out this cooperative programme, both parties agree to:

- 1) Communicate the results of their pedagogical experiences (courses, seminars, etc.).
- 2) Inform the partner institution about any congresses, debates, science meetings and seminars organized by each university, and exchange those documents and publications resulting from their activities.
- 3) Promote, according to each country's regulations, lecturers' participation in courses, conferences, seminars and congresses organized by the partner institution, as stated in the yearly cooperative programmes.
- 4) Promote, according to their possibilities, lecturers' exchanges for a specified period of time, being academic or research activities their main objectives. Exchanges shall be subject to the policies of the departments involved.
- 5) Accept students from the sister institution provided they meet the requirements in force established by the host institution and under suitably

established conditions. As regards medical insurance, the students shall be under the rules in force drawn up by the receiving institution.

6) Both the concrete cooperation programs and the actions for students Exchange will require the signature of a specific agreement that will include, at least, the number of students to be exchanged, the duration, the degrees offered, and any information that should be taken under consideration. These specific agreements will be appended to this agreement.

THIRD.

The specific cooperative programmes shall be drawn up annually and appended to this agreement.

FOURTH.

Each institution shall endeavour to reserve in their budgets the necessary funds for the application of the agreement and to obtain the complementary financial help or subsidies.

FIFTH.

Each institution will appoint a representative in order to define and organise the cooperation programmes between both institutions.

Prof. Dr. Igor Lapsky da Costa Francisco, from the International Relations Office is appointed as representative by Universidade de Pernambuco and Prof. Valentín Bou Franch from the Department of International Law “Adolfo Miaja de la Muela” as a representative by Universitat de València.

The representatives will be in charge of drawing up the annual work calendar and deal with unsettled questions. They shall meet alternatively at both institutions unless otherwise stated.

SIXTH.

The present agreement shall be passed by each institution's relevant Bodies and signed by their respective Rectors or heads and shall enter into force on the date of the final signature hereto.

The duration of this agreement is four (4) years and will be extended for another four years. Unless denounced by three (3) month prior written notice and without affecting the completion of any activity underway at the time.

SEVENTH.

Any modification to this agreement, by common consent with both institutions, shall require the same proceedings as for its initial drawing up.

EIGHTH.

A Joint Committee for Supervision and Control is created, formed by those responsible for it mentioned in Clause Five. This committee shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement.

DATA PROTECTION CLAUSE.

Both parties are obliged to comply with Regulation (EU), 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and free movement of this data; as well as to the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights. For these purposes, the signatory entities of the Agreement will be considered responsible for the respective data processing activities collected from the participants in the activities formed in the cooperation programs that are the subject of this agreement.

The information related to the parties will be treated for the sole purpose of executing this agreement. Likewise, the parties guarantee to fulfil the duty of information regarding the participants in the interuniversity cooperation programs in the fields of teaching and research in the three cycles of higher education, enabling the exercise of the rights of: access, rectification, cancellation/deletion, opposition, limitation and portability, before the corresponding party through written communication to the registered office at the top of this document, or by email (lopd@uv.es/corresponding mail of the other University) providing a photocopy of their ID or equivalent document and identifying the right that is requested.

Likewise, the Universitat de València has enabled the address lopd@uv.es for any information, suggestion, request for the exercise of rights and friendly resolution of disputes regarding the protection of personal data, without prejudice to the right to file a claim before the competent control authority.

TRANSPARENCY CLAUSE.

In compliance with Law 1/2022, of April 13, of the Generalitat, of Transparency and Good Governance of the Valencian Community, Universitat de València shall proceed to publish the following information on its transparency portal: the present agreement and its full text, the subsidy and/or funding linked to this agreement, if any, indicating the amount, objective or purpose and the beneficiaries (individuals or entities).

The agreement has been signed in València and in Recife, two copies for each language, all of them being identical and equally valid.

UNIVERSIDADE DE PERNAMBUCO

UNIVERSITAT DE VALÈNCIA,

JOSE ROBERTO DE
SOUZA
CAVALCANTI:

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JOSE ROBERTO DE SOUZA
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Prof. José Roberto de Souza Cavalcanti

Dra. María Vicenta Mestre Escrivá

ACTING RECTOR

RECTOR

Date:

Date: