AGREEMENT BETWEEN UNIVERSITY OF SANTA CRUZ DO SUL – UNISC (BRAZIL) AND THE UNIVERSITAT DE VALÈNCIA (SPAIN)

On the one hand, María Vicenta Mestre Escrivá, honourable Rector of the University of Valencia, Estudi General, with registered office in Valencia, 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 the University of Valencia, approved by Decree 128/2004, of July 30, of the Consell (DOGV 2004/8213), modified by Decree 45/2013, of March 28, of the Consell (DOGV 2013/6994) and empowered as of its appointment by Decree 41/2018, of April 6, of the Consell (DOGV 2018/8270).

On the other, Prof. Carmen Lúcia de Lima Helfer, honourable Rector of the University of Santa Cruz do Sul as its representative, addressed in UNISC, Brazil CEP: 96815-900, CNPJ 95.438.412/0002-03, acting on behalf of and representing it, legitimized for this act through the Instrument of Investiture n° 07/2017, and empowered according to the Official Ordinance n°142, from December 20 of 2017 in accordance with UNISC's Charter article 8, III.

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. The mentioned specific agreements will be added as an appendix to this framework 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.

- 1. The Professor Fabiana Mairon Spengler, from Law Department is appointed as representative by UNISC and Prof. Luis Andrés Cucarella Galiana, from the Department of Administrative and Procedural Law as a representative by the Universitat de València.
- 2. 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, unless denounced by three (3) month prior written notice and without affecting the completion of any activity underway at the time.

The duration of the agreement can be extended by equal periods at the initiative of any of the parties, prior written agreement, before the date of its conclusion.

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.

TRANSPARENCY CLAUSE

Complying with Law 2/2015, of 2 April, of the Generalitat (Valencian Government) regarding Transparency, Good Governance and Citizen Participation in the Comunitat Valenciana (hereinafter LTCV), the 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 Valencia and in Santa Cruz do Sul, two copies for each language, all of them being identical and equally valid.

UNIVERSITY OF SANTA CRUZ
DO SUL

UNIVERSITAT DE VALÈNCIA

Prof. Carmen Lucia de Lima Helfer

Dra. María Vicenta Mestre Escrivá RECTOR

Date: 01/07/2019

Date: 3 1 MAYO 2019