



UNIVERSIDAD DE SEVILLA

**AGREEMENT FOR ACADEMIC, SCIENTIFIC AND CULTURAL COOPERATION  
BETWEEN UNIVERSIDAD DE SEVILLA (SPAIN) AND UNIVERSIDADE FEDERAL  
DA PARAÍBA**

**MIGUEL ÁNGEL CASTRO ARROYO**, appointed Rector of the **UNIVERSITY OF SEVILLE** under the Decree 198/2020 of December 1 of the Government of Andalusia, holding the legal representation of the University, according to the art. 20 of the Organic Law of Universities 6/2001 of 21 December, and art. 20 of the Statute of the University of Seville, approved by Decree 324/2003 of 25 November, modified by Decree 55/2017 of 11 April.

**UNIVERSIDADE FEDERAL DA PARAÍBA**, hereinafter referred to as “UFPB”, a recognized Higher-Education Institution by means of the Federal Law 3.835, of 13 December 1960, CGC/MF 24.098.477/0001-10, ([www.ufpb.br](http://www.ufpb.br)), whose central offices are located in Cidade Universitária – Campus I – Prédio da Reitoria – Castelo Branco – 58.051-900 – João Pessoa – Paraíba – Brazil, hereby represented by its Rector, **PROFESSOR DOCTOR VALDINEY VELOSO GOUVEIA**, as published in the Diário Oficial da União (Official Federal Gazette), section 02, issue 211, p.01, of November 05, 2020

Both parties, acting on behalf of their own Institutions

**HEREBY STATE**

- I.-** That the signing institutions share mutual academic and cultural interests.
- II.-** That the very nature, purpose, and goals of universities make them the most appropriate institutions to establish channels of communication which will lead to an exchange of scientific and cultural knowledge.
- III.-** That universities are institutions with their own legal structure that enables them to develop agreements of this kind for the achievement of the goals to which they aspire.
- IV.-** In view of the above, the signing parties state their interest in carrying out scientific, academic, and cultural exchanges that will enable them to strengthen their academic ties with partner institutions and will therefore establish the necessary means for doing so.

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Therefore, both institutions decide to establish a cooperation agreement under the following terms

## **TERMS**

**FIRST.-** The partner universities agree to exchange their expertise and personnel in the fields of teaching, research and culture in those areas they find of interest.

The development of these activities and the source of their funding and human and material resources required for their implementation will be detailed in specific agreements.

**SECOND.-** To achieve the above mentioned aim, the parties will set up and develop cultural and scientific exchange programmes on a yearly basis, that will include:

- 1.- Developing joint research projects.
  
- 2.- Postgraduate or research study programmes.
  
- 3.- The exchange of professors, researchers, students and administration staff. In order to implement all the above mentioned exchanges, the parties need to establish particular bilateral agreements detailing the terms under which these exchanges will take place.
  
- 4.- The aim of sharing information about their organisation, structure and evaluation of their annual programmes.
  
- 5.- Courses, seminars, symposia involving professors of both institutions.
  
- 6.- The exchange and dissemination of publications and reference material.

**THIRD.-** This agreement may be amended or expanded by mutual agreement should one of the parties request it. The modifications will come into force from the date agreed upon by both institutions.

**FOURTH.-** This Agreement will come into force during four years from the date of its last signing. At any moment prior to the expiry date, the parties will be able to extend it for four more years. Nevertheless, either of the parties may notify the other of its wish to terminate the agreement, in written notice, with at least three months prior to the preferred expiry date.

**FIFTH.-** The funding of activities set up within the framework of the present Agreement will depend upon the funds available to each Institution.



**SIXTH.-** In order to execute this Collaboration Agreement, both Institutions agree to establish a Steering Committee, comprising two designated representatives of each of the two parties.

The Steering Committee is charged with the following functions:

- a) To monitor the present Agreement
- b) To coordinate the work required for the execution of the Agreement
- c) To provide information concerning the Agreement's interpretation, its monitoring and any possible extensions of the same
- d) To be aware of, to provide information and to facilitate the amicable solution of any disputes arising from the execution and fulfilment of the agreement
- e) All remaining functions provided for in the present Collaboration Agreement

**SEVENTH.-** The parties undertake to comply with the respective relevant applicable regulations regarding all of the actions arising from the execution of the present Agreement which involve treatment of personal data. The data protection regime that the parties must comply with when undertaking the actions involved in the execution of this present agreement are as follows:

a) Universidad de Sevilla is subject to the legal requirements provided for in Organic Law 3/2018 of December 5th of Personal Data Protection and Digital Rights Guarantee, and in Regulation (EU) 2016/679 of the European Parliament and Council of April 27th, 2016 regarding the protection of physical persons concerning the treatment of personal data and the free movement of such data as well the specific applicable regulations, where applicable.

b) Universidade Federal da Paraíba is subject to the legal requirements provided for in Brazilian General Data Protection Act (Lei Geral de Proteção de Dados Pessoais - LGPD), Law no. 13.709 of 2018.

In the same way, both institutions agree that intellectual and industrial property that result from actions developed under the framework of this agreement will be owned by the part whose personnel have conducted the work. In case of joint work, the parts shall divide the ownership of the rights according to their participation in the related activities. The parties agree to always acknowledge the people who took part in the development of the work.

In case one of the parties wish to use — on a publication of their own — the information or results of one investigation provided by the other part, the former must request the latter's written consent, and must abide by its legal provisions. The parties agree that they may use the results obtained from the activities provided for in this agreement in their academic tasks as well as for promotion, institutional development and academic approval.

The data treatment performed will be in order to pursue the established aims of this present Agreement. To this effect, both of the signatory Institutions of this Agreement will act as RESPONSIBLE PARTIES of the data treatment. The parties undertake to apply the principles, guarantees and technical and organisational means provided for in the above mentioned regulations for the correct protection of the rights and freedoms of individuals in the treatment of personal data to be treated.

The parties will keep confidential all of the information that they provide, as well as the information of any type or nature generated as a result of this present Agreement. This undertaking will last indefinitely, even though the Agreement has expired. All of the above without prejudice to the possible authorisation by the parties or, where applicable, where such information is considered to be in the public domain.

In order to guarantee the security and integrity of the personal data, and in order to avoid their alteration, loss unauthorised access or treatment, both Institutions are under the obligation to implant the appropriate technical and organisational means according to the provisions of their respective regulations.

Each party will be individually responsible for any use of personal data that it makes which is not in line with the contractual or legal obligations or with public interest arising from this present Agreement. It will assume exclusive responsibility for the resultant consequences, according to the provisions of its legislative framework. Non-fulfilment of the conditions included in this clause will give the signatory parties the right to rescind this present Agreement.

The contact data of this present Collaboration Agreement's signatories will be treated according to the Agreement, as well as in line with what is required to fulfil a legal obligation and in line with a mission of public interest with the objective of managing the maintenance, fulfilment, performance, monitoring, and execution of the provisions of this present Collaboration Agreement. Furthermore, the signatory parties, as interested parties, can, at any moment, exercise their right to access, rectify, suppress, limit the treatment of, port, and not to be subject to automated decisions by contacting - [acordos@aci.ufpb.br](mailto:acordos@aci.ufpb.br) and/or [dpd@us.es](mailto:dpd@us.es) entering Protección de Datos/Data Protection in the subject field of their email. The interested party also must enclose a scanned copy of their ID card or passport. S/he can also make a claim to the relevant regulatory body. Data will be treated for as long as this present Collaboration Agreement between the signatory parties remains in force, after which the data will be kept for the time necessary in order to fulfil the objectives for which they were collected and to determine the potential responsibilities that might arise from such objectives.

**EIGHT.** The parties may go to public or private, national or international institutions, to obtain the necessary resources to finance - totally or partially - the activities carried out within the framework of this agreement, when necessary.

**NINTH.** Both institutions undertake to keep confidential the information or products resulting from the research projects, as well as the information that is not in the public domain to which they may have access within the framework of this agreement.

**TENTH.** The parties agree that the publications (such as presentations, brochures, etc.), as well as the co-productions and broadcasts that are the subject of this agreement, will be carried out by mutual agreement.

This agreement is hereby signed and sealed by the representatives of both institutions on the given date and place.

Sevilla,.....

João Pessoa, 18 de Outubro de 2022

**ON BEHALF OF UNIVERSIDAD  
DE SEVILLA**

**ON BEHALF OF UNIVERSIDADE FEDERAL  
DA PARAÍBA**

Miguel Ángel Castro Arroyo



Valdiney Veloso Gouveia

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