



**COOPERATION AGREEMENT
BETWEEN
UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC), BRAZIL AND
AND
DELFT UNIVERSITY OF TECHNOLOGY, FACULTY OF CIVIL ENGINEERING AND GEOSCIENCES**

Universidade Federal de Santa Catarina (UFSC), special regime autarchy, under the Ministry of Education (Law No. 3,849 of December 18, 1960 - Decree No. 64,824 of July 15, 1969) located at Campus Universitário Reitor João David Ferreira Lima, Florianópolis, Santa Catarina, Brazil, represented by the Rector Professor Dr. Luís Carlos Cancellier de Olivo, and the Faculty of Civil Engineering and Geosciences of the Delft University of Technology (hereafter referred to as TU Delft), located in Delft, Stevinweg 1, 2628 CN, the Netherlands, represented by the Dean Professor dr. ir. B.M. Geerken (TU Delft), 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. This agreement shall be identified as the parent document of any specific Programme Agreement between the Parties. 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. Exchange of publications, reports and other academic information;
5. Special academic programs of short duration;
6. Programs of undergraduate and graduate levels, including doctorates.
7. Double degree agreements;
8. Other activities as mutually agreed.

Each type of cooperation shall proceed in a specific Programme Agreement identifying the governing conditions of that activity. The Programme Agreement shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved.

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 scheme and, when

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A handwritten signature in blue ink, appearing to be 'A' followed by a flourish.

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 Antonio Klein E-mail: antonio.klein@ufsc.br	At TU Delft, coordination will be assigned to Ir. H.J. Verhagen E-mail: h.j.verhagen@tudelft.nl
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SECTION III - INTELLECTUAL PROPERTY RIGHTS

Ownership of intellectual property created by exchange staff and Doctoral candidates as part of the project at the host institution will be governed by the host institution's policy on ownership of intellectual property. Other Intellectual Property Rights (IPR) will be agreed case by case and be stated in writing in advance, in compliance with the rules of specific funding instruments and the requirements of key stakeholders, considering that background IPR remains the property of the contributing party and taking as a starting point that all foreground IPR shall be owned by the generating party.

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 – CONFIDENTIAL INFORMATION

With respect to all information disclosed to a party on a confidential basis by the other party in connection with the collaboration, each party undertakes that it will during a period of five (5) years treat this information as confidential and will not disclose this information to any third party without the prior written consent of the other party.

This duty to confidentiality shall not apply to any information which a party can show:

- was at the time of receipt published or otherwise generally available to the public,
- has after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party,
- was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure,
- was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party,
- was developed independently by the receiving party.

SECTION V – PUBLICATION RESULTS

Parties are entitled to publish the results generated in the collaboration. Before such publication takes place, such party will submit the intended publication to the other party. Within one month after submission of the publication, the other party informs the party wishing to publish whether the intended publication conflicts with a major interest, which shall be stated in a detailed manner by the concerned party. Parties shall not obstruct any publication without very important reasons. If within one month no reaction from another party is received by the party wishing to publish, this party is entitled to publish.

SECTION VI - RESOURCES

Considering that there is no financial contribution, the institutions involved in this Agreement are not obliged to fund the activities of cooperation. The scope of the activities under this Agreement shall be determined by the funds regularly available at both institutions for the types of collaboration specified in the supplemental agreements, and by the amount of financial assistance obtained by either institution from external sources. Each institution shall be responsible for expenses incurred by its employees under this Agreement, except as may be stipulated in any supplemental agreement. However, when necessary, they may seek financial assistance through development 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.

SECTION VII – LIABILITY

No liability shall occur in respect of any damages and /or injury as a result of the execution of this agreement, caused by one of the parties hereto and /or persons in the employment of one of the parties hereto, students or any other persons working on the project or caused by the equipment used and inflicted on the other party and / or persons in the employment of one of the parties hereto or students or to equipment, except where caused by willful acts or negligence.

If one of the parties hereto applies or allows any third party to use or apply any results of the project, such party shall not hold the other party liable for damage resulting from such application and shall indemnify the other party from and against any claims of such third party.

SECTION VIII – COMMENCEMENT, TERM, AND RENEWAL

The present Agreement is effective for 05 (five) years starting from the date of the last signature, subject to revision or modification by mutual, written agreement and shall terminate automatically at the end of such period unless (30) days prior to termination, either party provides written notice to the other institution of its intention to renew the Agreement for an additional (5) years term. In case both parties intend to renew the Agreement, the expiration date shall not affect activities in progress.

SECTION IX – AMENDMENTS

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

SECTION X – TERMINATION

Either party may terminate this Agreement at any time without penalty by giving the other institution at least ninety (90) days advance written notice of its intention to terminate.

If one of the parties hereto fails to fulfill its obligations in accordance with this Agreement to such extent that such failure is irreparable or, if it is reparable, this failure is not repaired within sixty (60) days following the notification of the other party in which repair is requested, the other party shall have the right to terminate this Agreement without prejudice to the other rights of such other party.

In the event of termination of this Agreement any exchange candidate enrolled in the exchange application procedure or in phase of dossiers' preparation or submission (with or without final decision) at that time may complete the Exchange Programme.

SECTION XI – JURISDICTION

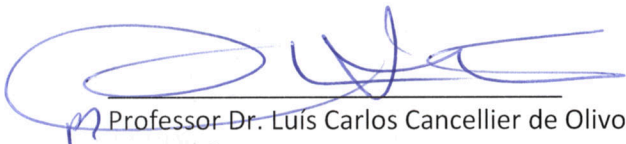
This Agreement shall be governed by and construed in accordance with all relevant laws including taxation and privacy laws of Brazil and the Netherlands. Issues not contemplated by this Agreement or disputes that may arise in its execution shall be reviewed by the representatives of the institutions, 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.

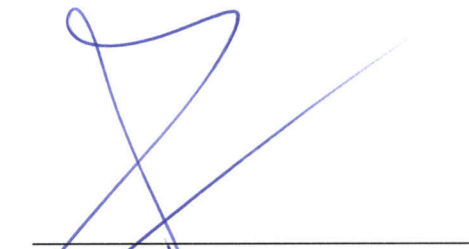
This Agreement will be signed in counterparts of identical form and content. Each institution must have an original in Portuguese and one original in English. If any dispute arises, the English version shall prevail.

Florianópolis, 14 / 07 / 2016

Delft, 15 / 08 / 2016



Professor Dr. Luís Carlos Cancellier de Olivo
Rector of UFSC



Professor dr. ir. B.M. Geerken
Dean of the TU Delft Faculty of
Civil Engineering and Geosciences

Prof^a Alacoque Lorenzini Erdmann
Vice-Reitora / UFSC
Port. 955/2016/GR



**STUDENT EXCHANGE AGREEMENT
BETWEEN
UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC), BRAZIL
AND
DELFT UNIVERSITY OF TECHNOLOGY, FACULTY OF CIVIL ENGINEERING AND GEOSCIENCES**

The Universidade Federal de Santa Catarina (UFSC), located in Florianópolis, Santa Catarina, Brazil, and Delft University of Technology, Faculty of Civil Engineering and Geosciences hereafter referred to as TU Delft, located in Delft, Stevinweg 1, 2628 CN, the Netherlands, represented by their Rectors, decide to enter into this Student Exchange Agreement which is an addendum to the Cooperation Agreement and is an integral part thereof, valid and regulated by the same period and terms as the Cooperation Agreement and by the following terms:

SECTION I - OBJECT

Promoting academic exchange of undergraduate students between Universidade Federal de Santa Catarina (UFSC) and Delft University of Technology, Faculty of Civil Engineering and Geosciences (TU Delft).

SECTION II - CONDITIONS FOR ACADEMIC STUDENT EXCHANGE AIMED AT TAKING COURSES AT THE PARTNER UNIVERSITY

1. Each institution will propose candidates for the exchange and will send the applications to the host Institution by the date specified by the host Institution. At TU Delft, unless otherwise agreed upon by both parties, applications for incoming students proposing to attend TU Delft during the 1st semester (roughly mid August through February each year) must be received no later than April 1; applications for students proposing to attend TU Delft during the 2nd semester (roughly February through July of each year) must be received no later than October 1. At UFSC, unless otherwise agreed upon by both parties, applications for incoming undergraduate students proposing to attend UFSC during the 1st semester (roughly mid February through July each year) must be received no later than mid October ; applications for undergraduate students proposing to attend UFSC during the 2nd semester(roughly mid August through December each year must be received no later than mid April . At UFSC the dates will depend on the Academic Calendar, which is available only in the end of each academic year. The host Institution will advise of acceptance on an individual basis and reserves the right to make the final judgment on the admission of students nominated for the undergraduate student exchange programme.

2. The UFSC Master's Program in Oceanography is responsible for arranging the admission of incoming TU Delft graduate students. They will inform TU Delft about the admission requirements and application procedures.

3. Each Party may exchange students for a total of 24 student-months (twenty-four) per year. It is the intention that the number of exchanged students-months from each Institution will be equal in each year. However, the number of student-months exchanged yearly may vary, after review and negotiation between the responsible parties of both institutions By

October 15 each year, the administrators of this exchange for each Institution will agree upon the number of allotted student exchange months on each side for the upcoming academic year. It may be necessary for either institution to temporarily place the other Institution 'on hold', that is to suspend receiving students until the imbalance is rectified. A Balance should be planned for over the duration of the agreement. Each student will be allowed a maximum of twelve months of exchange. Upon completion of the exchange period at the host Institution the student must return to the home institution.

4. The participating students must meet the regulations of the host Institution with respect to exchange students and must pursue the approved course of study for the agreed period. As far as possible credit grades for work undertaken by exchange students should be recognized as contributing to degree requirements at the home Institution, but this remains at the discretion of the home Institution. In addition, exchange students must satisfy the following criteria:

(a) Incoming UFSC graduate students who would like to attend courses at TU Delft must have completed their undergraduate programme by the time they commence studies at TU Delft. TU Delft may be willing to accept applications from third-year undergraduate students, but this has to be discussed case by case. Incoming TU Delft students must have completed at least one year of university work prior to participation in the exchange;

(b) Exchange students who intend to take courses shall undertake an academic programme at the host Institution, developed in consultation between the home and the host Institution, as full-time, non-degree status students. All exchange students are required to obtain prior approval of any teaching units before commencing subjects of study at the host Institution. The host Institution reserves the right to exclude students from restricted enrollment programmes.

(c) At TU Delft, undergraduate and graduate exchange students who intend to take courses are expected to do a full-time study programme which is 24-30 ECTS credit points per semester. The number of credits to be obtained by graduate exchange students at UFSC must be agreed with the UFSC Master's Program in Oceanography

(d) Even though students are allowed to select courses from different programmes and faculties at TU Delft, at least 70 percent of the credits need to be obtained at the Faculty of Civil Engineering and Geosciences. The Faculty Exchange Coordinator of Civil Engineering and Geosciences is allowed to make an exception to this rule in consultation with the home Institution academic coordinator, mainly in case the student would like to attend courses at another TU Delft faculty or a joint programme that strongly correlates with his field of study. It is not possible for exchange students from other TU Delft faculties to obtain credits at the Faculty of Architecture and the Built Environment.

TU Delft outgoing exchange students may enroll in any UFSC department provided they meet the prerequisites and comply with applicable requirements.

(e) Exchange students must meet the host Institution's language proficiency requirements. The language requirements of TU Delft are specified on the website www.tudelft.nl/exchange. The language requirements of UFSC are specified on the website <http://sinter.ufsc.br/incoming/informacoes-gerais-para-intercambistas/?lang=en>

(f) Within the study exchange programme, the TU Delft Faculty of Civil Engineering and Geosciences (CITG) has only limited possibilities to accept students who would like to undertake research-based project/thesis work during their semester at TU Delft. Only projects with a maximum workload of 10 ECTS are allowed and students need to combine such a project with courses for at least 15 ECTS. If students are seeking to undertake a research-based project then CITG would expect them to find a suitable project and TU Delft supervisor by themselves well in advance. A final thesis is done under supervision and responsibility of the

home Institution and exchange students are not eligible to a TU Delft diploma. 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.

(g) During the exchange period at TU Delft, exchange students are not allowed to take on a part-time job, paid or unpaid, without the approval of the Faculty Exchange Coordinator.

(h) selected students, will within reasonable limits, attempt to represent their home Institution and country by making appropriate presentation in the framework of promotion of the exchange programme.

5. The host Institution will send a Letter of Acceptance to the (undergraduate) students who have their applications approved. At UFSC Graduate students who have their application approved will receive a Letter of Acceptance from the UFSC coordinator of the Master's Program in Oceanography. 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. TU Delft will initiate the visa/residence permit application process for UFSC exchange students. UFSC students will need to document having sufficient financial resources for the period of stay at TU Delft.

6. 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 as soon as practical at the end of the courses taken at the host institution, setting out each exchange student's academic performance during his or her time at the host Institution, so credits can be validated in their institution of origin. At UFSC, all documents for graduate students must be requested to the respective Master's Program.

7. The host institution will help the exchange students to find housing. However, housing will not necessarily be provided by the host Institution.

SECTION III – GRADUATE WORK EXPERIENCE PROJECT FOR TU DELFT STUDENTS AT UFSC

1. It is the intention of TU Delft to send both group of students for project work (usually 4-6 participants, for a period of 2 months) as well as individual students for writing a full or additional master thesis (6 months or 2 months). For project work TU Delft will nominate students who have the academic background to enable them to benefit from the group work experience project. UFSC will arrange, through the Master's Program in Oceanography, on request of TU Delft and free of charge, such projects, if needed, in cooperation with other local organisations (authorities, companies, etc). UFSC will provide, through the Master's Program in Oceanography, a staff member who fills the role of mentor, advising TU Delft students and helping them with their integration in the host environment, providing them with practical support, monitoring the work progress and regularly reporting on the status of the work to TU Delft.

SECTION IV – STUDENTS' RIGHTS AND RESPONSIBILITIES

The students selected to participate in this programme will have the same rights and responsibilities as those which apply to the students of the host Institution, being applicable the current laws and regulations and can be subject to stipulated penalties for failure to comply. Any breach of those rules and regulations will be dealt with in accordance with the established policies and procedures of the host Institution in consultation with the home Institution. The Origin Institution must be notified in case any of its students fail to comply



with the applicable laws and regulations. In addition, either Institution has the right to terminate the student's participation in the exchange in case of violation and the host Institution has the right to expel the student in question.

SECTION V – FINANCIAL RESPONSIBILITY

Exchange students will be responsible for all costs related to the exchange, such as visa, passport, tickets, accommodation, transportation, personal health and hospitalization insurance coverage, room and board and all other incidental and non-compulsory fees incurred during the period of exchange, whether or not they receive any kind of grant or financial support.

SECTION VI – HEALTH INSURANCE

UFSC exchange students coming to TU Delft are required to purchase health coverage for the duration of their study period that TU Delft reasonably recommends. TU Delft exchange students coming to UFSC are required to purchase health coverage for the duration of their study period that UFSC reasonably recommends.

SECTION VII - WAIVER OF FEES

UFSC and TU Delft each agree to waive tuition fees for exchange students who participate in a student exchange pursuant to this Agreement and for whom they are the host Institution, on a reciprocal basis. Students participating in the exchange will register as non-degree exchange students and pay tuition fees at their home Institution according to its own laws. They will not be required to pay registration fee or examination fee to the host Institution. Campus facilities will be available to exchange students on the same conditions and, where applicable, at the same incidental fees as for domestic students. The use of non-academic or non-obligatory facilities, services or functions at the host Institution may require the payment of fees by the exchange student.

SECTION VIII – SUPERVISION

Supervision of this Agreement shall be designated to the units of International Relations of each institution.

At UFSC, supervision will be assigned to the Office of International Relations Phone: +55 (48) 3721-6406 E-mail: agreement.sinter@contato.ufsc.br	At TU Delft, supervision will be assigned to the International Office of the Faculty of Civil Engineering and Geosciences Phone: + 31 (15) 2781174 E-mail: exchange-citg@tudelft.nl
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SECTION IX – OTHER TERMS

INTELLECTUAL PROPERTY

Ownership of intellectual property created by exchange students as part of their enrolment at the host Institution or graduate work experience students will be governed by the host institution's policy on ownership of intellectual property.

NO AGENCY

Nothing in this agreement gives rise to a relationship of agency between the parties.

COMPLIANCE WITH LAWS

Both parties will comply with all relevant laws, including taxation and privacy laws. In respect to its performance in the Netherlands, this Agreement shall be governed by and construed in



accordance with the laws of the Netherlands. In respect to its performance in Brazil this Agreement shall be governed by and construed in accordance with the laws of Brazil.

DISPUTE RESOLUTION

Any disputes in connection with this Agreement should be settled by negotiation between the Institutions through their designated contact persons. If any dispute arises, the English version of the agreement shall prevail.

COMMENCEMENT DATE, TERM, RENEWAL AND AMENDMENT

The Agreement will have validity for 05 (five) years starting from the date of the last signature, subject to revision or modification by mutual, written agreement and shall terminate automatically at the end of such period unless (30) days prior to termination, either party provides written notice to the other institution of its intention to renew the Agreement for an additional (5) years term.

This Agreement may be amended by written mutual agreement of the Institutions.

TERMINATION

Either party may terminate this Agreement at any time without penalty by giving the other institution at least ninety (90) days advance written notice of its intention to terminate.

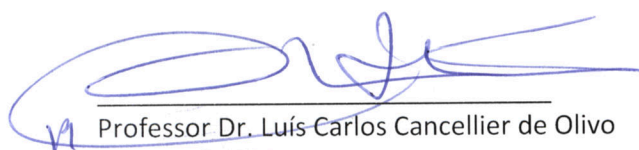
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In the event of termination of this Agreement any exchange candidate enrolled in the exchange application procedure or in phase of dossiers' preparation or submission (with or without final decision) at that time may complete the Exchange programme.


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

Florianópolis, 14 / 07 / 2016

Delft, 15 / 08 / 2016


Professor Dr. Luís Carlos Cancellier de Olivo
Rector of UFSC

Prof^{te} Alacque Lorenzini Erdmann
Vice-Reitora / UPSC
Port. 955/2016/GR


Prof. dr. ir. B.M. Geerken
Dean of the TU Delft Faculty of Civil
Engineering and Geosciences