ACADEMIC AGREEMENT FOR INTERNATIONAL MOBILITY

AGREEMENT by and between the UNIVERSIDADE DE SÃO PAULO, in the interest of Instituto de Matemática e Estatística, Brazil, and CHARLES UNIVERSITY, in the interest of the Faculty of Mathematics and Physics, Czech Republic, which aims at promoting academic cooperation for the exchange of teaching staff/ researchers, post-graduate, graduate and undergraduate students.

By this Agreement, on the one side the **UNIVERSIDADE DE SÃO PAULO**, in the interest of Instituto de Matemática e Estatistica, Brazil, herein represented by its Dean, Prof. Junior Barrera, and on the other side Charles University, Czech Republic, herein represented by its Rector, Prof. Tomáš Zima, MD., DSc, in the interest of the Faculty of Mathematics and Physics, herein represented by its Dean, doc. RNDr. Mirko Rokyta, CSc, have mutually agreed and covenanted as set forth in the terms and conditions herein below:

SECTION 1 – PURPOSE

The purpose of this Agreement is the furtherance of academic cooperation in the field(s) of Analysis, Discrete Mathematics and Computer Science, by aiming at promoting the exchange of teaching staff/researchers, post-graduate, graduate and undergraduate students (with mutual acknowledgment of the respective undergraduate coursework.

SECTION 2 – GOALS AND FORMS OF COOPERATION

Forms of cooperation in the exchange of:

2.1. Teaching staff/researchers:

2.1.1. Visiting Faculty Members/Researchers shall take part in conference, teaching and/or research activities, under stays which shall not exceed the extent of one academic year (two semesters).

2.1.2. An adequate health and personal liability insurance applying to life, health, and property claims including consequential financial damages, effective for the duration of their exchange program, under terms to be specified by each host institution, must be arranged by the faculty member/researcher in his/her country of origin before traveling to the host institution.

2.1.3. Salaries shall be paid by the institution of origin.

2.2. Undergraduate, Graduate and Post-Graduate Students:

2.2.1. Students shall be pre-selected by their home institution based on their academic excellence. The host institution shall be responsible for the final acceptance.

2.2.2. Students accepted by the host institution shall be deemed to be exchange students and shall be subject to all the rules and regulations of the host institution, and shall comply with them in the same manner as the regular students thereof.

2.2.3. Students participating in the exchange program shall be encouraged to acquire knowledge of the language of the country of the host institution, at a level compatible with the activities they are to carry out.

2.2.4. Each student shall follow a course of studies jointly agreed to between the two institutions.

2.2.5. The student's stay shall not exceed one academic year.
2.2.6. Each year, each institution may accept under this program up to two (2) full-time undergraduate, graduate or post-graduate students, for a year each, or up to four (4) full-time undergraduate, graduate or post-graduate students, for one semester each. The distribution of seats per semester will be at the convenience of each of the parties.
The parties shall ensure a reasonable balance in the number of students in exchange during the term of this Agreement.

2.2.7. An adequate health and personal liability insurance applying to life, health, and property claims including consequential financial damages, effective for the duration of their exchange program, under terms to be specified by each host institution, must be arranged by the student in his/her country of origin before his/her arrival at the host institution.

SECTION 3 – <u>FINANCIAL SUPPORT</u>

3.1. The faculty members/researchers involved in the exchange programs hereunder shall not pay fees to the host institution. The remaining expenses (travel, accommodations and the like) shall be borne by the faculty member/researcher, who may seek funding from external agencies.

3.2. The students involved in the exchange programs hereunder shall pay the academic fees, if any, at their institution of origin. The remaining expenses (travel, accommodations and the like) shall be borne by the student or by external agencies. The existence of this Agreement shall not imply any obligation of the institutions to provide financial support.

SECTION 4 – <u>OBLIGATIONS OF THE PARTIES</u>

4.1. Both institutions shall attempt to achieve reciprocity under the activities covered by this Agreement.

4.2. At the completion of the stay of the student, the host institution shall forward to the appropriate office of the institution of origin an official document, specifying the activities carried out and, as the case may be, the achievement level attained.

4.3. The home institution shall acknowledge the academic results obtained by the student at the host institution, based on the work program previously agreed to between the institutions and the respective credits and/or hours.

4.4. Both institutions agree in a binding form to promote the integration of the students in the academic life of the host institution.

4.5. The host institution shall provide such adequate research conditions and locations for the work of the visiting faculty member/researcher as are within its reach.

SECTION 5 – <u>COORDINATION OF THE AGREEMENT</u>

5.1. To ensure the technical-administrative coordination of this Agreement, Instituto de Matemática e Estatística hereby appoints Dr. Ana Cristina Vieira de Melo, Associate Prof. Department of Computer Science, and the Faculty of Mathematics and Physics hereby appoints Prof. RNDr, Zdeněk Doležal, Dr. Vice-Dean for Research and International Affairs .

5.2. It is incumbent on the Coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

SECTION 6 – <u>EFFECTIVE TERM</u>

This agreement shall commence from the last signature date and shall be valid for a period of **five (5) years**. It becomes effective on the date of its publication in the Czech Contracts Register in accordance with Act No. 340/2015 Sb., on special conditions for the effect of some contracts, the publication of such contracts and the register of contracts (the Contracts Register Act), as amended. The contracting parties expressly stipulate that Charles University assumes responsibility for publication of this agreement in the Contracts Register in line with Act No. 340/2015 Sb., as amended. The publication will be executed within one week after the signed Agreement is delivered to the International Relations Office, Charles University.
Any changes herein shall be implemented in the form of an Amendment duly agreed to between the Parties.

SECTION 7 – <u>TERMINATION</u>

This Agreement may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for the closing of each one of the programs affected by the termination, and all other outstanding issues, the activities in course to be continued with until completion.

SECTION 8 – <u>FORCE MAJEURE</u>

In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

SECTION 9 – <u>SETTLEMENT OF DISPUTES</u>

In order to settle any doubts that may arise under the performance or in the construction of this Agreement, the Parties shall exert their best efforts to arrive at a solution by mutual consent within a period of thirty (30) days starting from the notification.

The Parties will not resolve legal disputes using arbitration. If an amicable solution has not been reached, they will be resolved by ordinary court proceedings. The exclusive place of jurisdiction for all claims arising out or in connection with this agreement shall be Prague, Czech Republic, if Charles University is the defendant, and the Foro da Comarca de São Paulo, if USP is the defendant.

SECTION 10 – <u>CONFIDENTIALITY AND PERSONAL DATA PROTECTION</u>

The parties agree that personally identifiable information such as social security numbers and education records of the students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable laws.

Each party shall comply with its obligations under all applicable data protection and privacy legislation and regulations. Personal data processing (particularly document management and archival policy) at Charles University is regulated in accordance with EU Regulation 2016/679 of the European Parliament and of the Council on General Data Protection Regulation.

And having thus agreed, the Parties execute this Agreement in 2 (two) identical counterparts in each version, in English and in Portuguese, to one and same effect.

Instituto de Matemática e Estatística
DA UNIVERSIDADE DE SÃO
PAULO

CHARLES UNIVERSITY

Prof Junior Barrera
Dean

Prof. Tomáš Zima, MD., DSc.
Rector

Faculty of Mathematics and Physics

doc. RNDr. Mirko Rokyta, CSc
Dean

Date: **Date:**