

**AGREEMENT FOR THE EXCHANGE OF STUDENTS  
Under the MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

**AND**

**UNIVERSIDADE FEDERAL DA BAHIA**

**PREAMBLE**

Memorial University of Newfoundland, St John's, NL, Canada (hereafter referred to as MUN), and Universidade Federal da Bahia, Brazil (hereafter referred to as UFBA) hereby agree upon the following terms and conditions as set forth in this Student Exchange Agreement.

**DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply:

- "Exchange Student" at MUN means a Visiting Student who is registered for academic courses at the Host Institution and who is approved to pay specific fees to the Home Institution and have these fees waived at the Host Institution.
- "Home Institution" means the sending institution from which Visiting Students are coming as well as the institution from which those students intend to graduate.
- "Host Institution" means the receiving institution to which Visiting Students are applying for admission under this agreement.
- "Semester" at MUN means a period of approximately fourteen consecutive weeks during which there are at least twelve weeks of lecture. Normally the Fall Semester commences in early September, the Winter Semester in early January, and the Spring Semester in early May.  
At UFBA, it means a period of approximately four months of academic activities. Normally, the Fall Semester commences in early March and the Spring Semester in early August.
- "Visiting Student", for the purposes of this Agreement, means a student who is registered in good standing in an academic program at another recognized institution who is seeking admission to the Host Institution for an agreed upon number of Semesters, or parts thereof, for the purposes of completing courses for transfer back to their Home Institution or to conduct research under the supervision of a faculty member.

**PURPOSE**

01. The purpose of this Agreement is to promote scholarly exchange and international understanding by stimulating and supporting academic and intercultural activities between students from MUN and UFBA.

**Initiation**

02. This agreement was initiated through direct contact/collaboration between MUN and UFBA.

## Coordination

03. Facilitation of Exchange Agreement activities will be the responsibility of:

- Internationalization Office, MUN and
- International Affairs Office, UFBA

04. Initial coordinators will be

- Dr. Sonja Knutson, Director Internationalization Office
- Mrs. Betânia Almeida, Exchange Coordinator

## Exchange Students

05. Undergraduate and graduate student exchanges may be considered on a Semester basis for up to one academic year (at MUN, September 1 to August 31; at UFBA, between February and December), although special consideration can be made in the case of graduate students to extend the period of exchange on a case-by-case basis. The following conditions apply to all Exchange Students:

06. Exchange Students shall meet all application, admission, and registration requirements of the Host Institution, including those related to proof of English proficiency satisfactory to the Host Institution or other language of instruction at the Host Institution, and provision of official transcripts or other required documents. The Host Institution retains the right to accept or reject a student.

07. All Exchange Students will register at their Home Institution, and pay those tuition and other fees required by the Home Institution. Tuition, application, student ancillary fees (except medical insurance fees) are waived at the Host Institution for each Exchange Student.

08. Unless otherwise agreed in writing between the institutions, Exchange Students are responsible for all other arrangements and costs, including but not limited to those associated with travel, accommodations, meals, immigration/visa requirements, medical insurance, mandatory fees, and incidental costs.

09. Non-Exempt Fees:

- a. Those coming to MUN will be automatically enrolled in the mandatory foreign health insurance plan upon course registration. Non-Canadian health or medical insurance coverage will not be accepted as an alternate insurance by MUN. Students may NOT opt out of the mandatory foreign health plans.
- b. Students who choose to enrol in specific optional classes through our online learning platform will be required to pay an online learning fee as well as an out-of-province fee (if they reside outside of the province of Newfoundland and Labrador). The Internationalization Office will assist with the identification of such courses and provide guidance on the registration and costs associated with these courses.

10. Approval for admission as an Exchange Student under this Agreement, determination of course loads, and selection of courses will be determined by mutual consent of the exchange coordinators and is subject to the approval of the associated academic units at the Host Institution.

11. The full range of services normally available to fee-paying international students will be provided by both institutions to the Exchange Students. These include academic advising, assistance (other than financial) in finding local living accommodations and access to academic and recreational facilities.

12. Each institution reserves the right to limit the number of Exchange Students accepted in any given year.

13. Where necessary, requirements for study in a specific academic unit shall be provided as attachments to this Agreement.

14. While each institution shall try to exchange the same number of students in a given year, neither institution is required to do so. If/when either institution does not designate any qualified students it will not affect the sending of the other institution's students, since both institutions agree to operate the exchange on the basis of overall reciprocity. Nevertheless, either institution may, for operational purposes, limit the number of students accepted in a given year.
15. All Exchange Students shall be subject to the academic and code of behaviour regulations of the Host Institution. All Exchange Students shall, within reasonable limits, attempt to represent their Home Institution and country in the host community to the best of their ability.
16. If a student is not permitted to continue at the Host Institution in accordance with the regulations referenced in #6 above or due to other exceptional circumstances, the Host Institution will notify the student's Home Institution and ask said student to return to his/her Home Institution. All costs associated with an early departure under these circumstances will be the responsibility of the student.

#### **Visiting Research Students**

17. Both institutions will facilitate short-term visits for students interested in carrying out research by admitting visiting research students.
18. Students at either the graduate or undergraduate level, registered at the partner institution, may enrol as a visiting research student at MUN, subject to the approval of the head of the associated academic unit and provided a MUN faculty member is willing and able to supervise that student. Students at the graduate level must register for the specified graduate student program in accordance with the policy and regulations governing visiting research students at the School of Graduate Studies. Students must pay health insurance fees but are exempt from paying graduate tuition fees and other related student fees if they are not required for other courses. Students at the undergraduate level should contact the coordinator of the agreement.
19. Intellectual Property
  - a. Any intellectual property arising out of the work done by the Visiting Student while at the Host Institution shall belong to the Visiting Student and the Home Institution in accordance with any relationship the Visiting Student and the Home Institution have in place. The Host Institution shall not permit any Visiting Student to participate in any research at the Host Institution that is the subject of any third party contract without first obtaining the written consent of the Home Institution.
  - b. Where a Visiting Student creates, develops or conceives of intellectual property jointly with any person employed by the Host Institution, the Host Institution and the Visiting Student (subject to the oversight of the Home Institution) shall each grant to the other a royalty-free, perpetual, non-exclusive right to use such intellectual property for educational, academic and research purposes.

#### **Other Students, including Visiting Students**

20. A student wishing to undertake study (undergraduate or graduate) at the Host Institution as a visiting or transfer student will be subject to all of the Host Institution's regulations and policies including, but not limited to, those governing admission, registration, recognition and transfer of credit, housing, and fees. Such students will be required to pay all required fees, including application, tuition, incidental, recreation, travel, housing, Visa, medical insurances, and other fees and to arrange all necessary Visas and required medical insurances. The Host Institution will attempt to accommodate such students in on-campus housing; however, this is not guaranteed.

21. Where necessary, requirements for study in a specific academic unit shall be provided as attachments to this Agreement.

#### GENERAL

22. In respect of recorded information about an identifiable individual that each institution may collect or compile or use as a result of this Agreement ("personal information"), each institution shall have in place reasonable measures to:

- ensure the security of the personal information;
- ensure the personal information is used only for the purpose of fulfilling this Agreement;
- ensure the personal information is disclosed only if authorized by law or for the purpose of fulfilling this Agreement;
- make available to the other institution such information to evidence that it is complying with its obligations pertaining to personal information;
- promptly notify the other institution of a breach of the aforementioned measures.

23. UFBA acknowledges that MUN is subject to the requirements of the *Newfoundland and Labrador Access to Information and Protection of Privacy Act, 2015, SNL 2015 Chapter A-1.2.*, as amended from time to time, and agrees to provide all necessary assistance as may be reasonably requested by MUN to enable MUN to comply with its obligations under that Act, if applicable.

24. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law to be produced or disclosed.

25. Permission is given to UFBA to use the official marks of Memorial University of Newfoundland, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the exchange program between the institutions; provided, however, the partner institution shall comply with MUN's guidelines with respect to such use as set out at [https://www.mun.ca/marcomm/brand/standards/BrandStandards\\_August\\_2017\\_FA.pdf](https://www.mun.ca/marcomm/brand/standards/BrandStandards_August_2017_FA.pdf)

26. Permission is given to MUN to use the official marks of Universidade Federal da Bahia, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the exchange program between the institutions; provided, however, the partner institution shall comply with UFBA's guidelines with respect to such use as set out at [https://www.ufba.br/sites/portal.ufba.br/files/manual\\_brasaoufba-v2\\_0\\_0.pdf](https://www.ufba.br/sites/portal.ufba.br/files/manual_brasaoufba-v2_0_0.pdf)

27. This Agreement and all documents directly or indirectly related thereto are to be drawn up in English and Portuguese. In the event of any inconsistency, the English version shall apply and be binding upon the parties.

28. No party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders from government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Agreement.

29. The Parties acknowledge that this Agreement is being entered into during the COVID-19 pandemic. The pandemic has caused global disruption with consequences that have not necessarily fully materialized. The Parties are therefore not fully able to predict how the pandemic will influence activities to be undertaken in terms of the Services. Therefore, the Parties agree to mitigate and collaborate on any

needed measures as much as possible. The Parties shall on a regular basis discuss if any change to the Services are required, if any activities under the Services are not possible to complete, or if it is possible to circumvent any obstacles which arise resulting from the effects of COVID-19.

30. This Agreement and the subject matter hereof shall be governed by, construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein (without consideration to any conflict of law rules).

31. All notices, requests or other communications ("Notices") required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be delivered to the institutions respectively as follows:

If to MUN:

Dr. Sonja Knutson, Director  
Internationalization Office, Memorial University of Newfoundland  
57 Allandale Road  
Global Learning Centre, Burton's Pond, Room 2001  
St. John's, NL CANADA A1B 3S7  
Phone 709 864 3288  
Fax 709 864 4330

If to UFBA:

Mrs. Betânia Almeida, Coordinator  
International Affairs Office, AAI/UFBA  
Palácio da Reitoria - Rua Augusto Viana, s/n  
Salvador - Bahia - Brazil - CEP: 40110-909  
Phone: ++ (55) (71) 3283 7025/7068/7064/7067  
Email: aai@ufba.br

32. In order for any such Notice to be effective, it will be delivered by courier or facsimile addressed to the Party for whom the Notices are intended at the above-mentioned address and will be deemed to have been received on the date of delivery, if delivered by courier, and on the next business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile. The address of a party may be changed by notice in the manner set out in this section.

33. The parties will use their best good faith efforts to resolve any dispute arising with respect to this Agreement. The parties may by mutual consent agree to hold meetings or take any other steps including the appointment of a mediator in an attempt to resolve the dispute.

34. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

35. Clauses 22 and 34 survive the expiration or termination of this Agreement.

36. Neither party shall assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of this Agreement except as approved of by the party responsible for providing those resources.

37. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

38. This Agreement is effective for a period of 5 (five) years from the date this Agreement is signed by both parties. This Agreement may be terminated by either party for convenience on the provision of 60 days' notice to the other party. The expiration or termination of this Agreement shall not interrupt activities that are already ongoing at its expiry or termination, including exchanges in progress or the exchange of students that had already been selected for exchanges before the expiration or termination of the Agreement.
39. The parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

In Witness of the terms of this Agreement, our signatures are affixed:

MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND



Dr. Florentine Strzelczyk  
Provost and Vice-President (Academic)

Date (DD/MM/YYYY): 28/02/2022

UNIVERSIDADE FEDERAL DA BAHIA



João Carlos Salles Pires da Silva  
Reitor

Date (DD/MM/YYYY): 21/03/2022