



**RENEWAL OF THE  
MEMORANDUM OF UNDERSTANDING  
AND THE  
ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF TRENTO, ITALY  
AND  
THE UNIVERSIDADE FEDERAL DA BAHIA, BRAZIL**

Pursuant to Art. 4 of the original Memorandum of Understanding (MoU) between the University of Trento (UniTrento) and the Universidade Federal da Bahia (UFBA), with a 5-year period of validity commencing on 19 April 2017, UniTrento and UFBA agree to renew the MoU and the Addendum under the following conditions:

- UniTrento and UFBA agree to renew the MoU and any Addenda attached to it in order to continue the development of implemented activities;
- The Parties agree to amend the MoU to add the clause as follows:

**ARTICLE 5  
Compliance with Laws and Governing Law**

The Parties will comply with all applicable laws and regulations in their respective countries when performing their obligations under this agreement.

The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the exclusive jurisdiction of, the country of domicile of the defendant to the action.

**ARTICLE 6  
Information on the Processing of Personal Data**

The Parties, as Data Controllers, mutually undertake to process any personal data collected concerning this Agreement exclusively for the purposes of stipulating and executing it and the related legal and contractual obligations according to Regulation EU 2016/679 "General Data Protection Regulation" ("GDPR") and national data protection laws.



The processing of personal data will be carried out by the staff of the Parties, authorized to process data according to their duties, in compliance with the principles of lawfulness, fairness, transparency, accuracy, integrity and confidentiality and only as long as necessary to fulfil the purposes for which they were collected and, in any case, as long as it is necessary by law.

Since the Universidade Federal da Bahia is based in a third country (extra-EEA), the transfer of students and staff's personal data from UniTrento to UFBA, in order to manage the international mobility of students and staff who have requested it, will be carried out on the basis of adequacy decisions of the European Commission pursuant to Art. 45 of the GDPR if any or, in its absence, of appropriate safeguards pursuant to Art. 46 of the GDPR. Otherwise, the transfer will be carried out according to art. 49 par. 1, lett. d) of the GDPR (important reasons of public interest).

In any case, if the transfer of students' and staff's personal data is limited to their family name, given name, e-mail address and university department/structure and is exclusively necessary to verify the students' enrollment in or staff belonging to the university, the transfer may also be carried out pursuant to Article 49 (1), point d) of the GDPR (derogation for important reasons of public interest).

- This agreement renewal is valid for a 5-year period beginning from the date of the last signature. The collaboration can be terminated with six months written notice from either party.

The present Renewal of the Memorandum of Understanding and the Addendum to the Memorandum of Understanding is drawn up in two identical copies in English and two identical copies in Portuguese. The Parties agree that the English version is the binding one.

Trento, **20 MAR. 2023**

Salvador,

Date: .....

Date: .....

**Professor Flavio Deflorian**  
Rector  
University of Trento

**Professor Paulo César Miguez de Oliveira**  
Rector  
Universidade Federal da Bahia