

MEMORANDUM OF UNDERSTANDING
between
Bielefeld University of Applied Sciences, Germany
AND
Franciscan University, Brazil

PREAMBLE

The goal of this Memorandum of Understanding (MOU) is to expand scholarly ties and facilitate academic cooperation between **Bielefeld University of Applied Sciences, Germany** and **Franciscan University, Brazil**. Henceforth the institution accepting students will be referred to as **Host Institution**. The institution sending exchange students will be referred to as the **Home Institution**.

1. STAFF EXCHANGE

1.1 Exchange of Academic Staff

The two institutions may nominate academic staff to participate in an exchange for the purpose of research or teaching in the other institution on a reciprocal basis. The participant is subject to approval by the Host Institution. The period of exchange will normally be one or two semesters. The Host Institution will provide an appointment, reasonable office space, library and research facilities, and, as far as reasonably possible, other assistance. The Home Institution will also maintain its academic staff on full salary and related benefits during the period of the exchange. The Host Institution will assist the visiting academic staff in finding living accommodations.

1.2 Visiting Academic Staff

In addition to the reciprocal exchanges, either institution may invite faculty members of the other institution for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the Home Institution. In such cases the inviting institution makes appropriate funding arrangements with the invited faculty member.

1.3 Visiting Research Fellows

Either institution may nominate one or more of its faculty members to visit the other institution for the purpose of advanced study or research, subject to the approval of the Host Institution. In such cases, the Home Institution will provide the Research Fellow with normal salary and benefits based on the Home Institution's regulation. The Host Institution will provide institutional courtesies, reasonable office space, library and research facilities and an appropriate appointment.

1.4 It is understood that unless agreed to in writing, any visiting staff shall not be deemed to be employees of the Host Institution. Such staff, however, shall be expected to follow the rules of conduct of the Host Institution.

2. STUDENT EXCHANGE

2.1 Exchange of Students

Each institution may send either undergraduate or graduate students to the other institution in appropriate fields of study.

2.2 Both institutions agree that the exchange program for degree training should follow the educational system and regulations of the counterpart institution. Students from each institution shall submit their applications to the other institutions through their Home Institution.

2.3 It is understood that unless agreed to in writing, any exchange student shall not be considered to be an enrolled student of the Host Institution. The exchange student, however, shall be expected to follow the rules of conduct of the Host Institution.

3. IMPLEMENTATION OF ACADEMIC EXCHANGES

3.1 Any arrangements for an academic exchange involving the exchange of faculty members, students, fellows or researchers shall include provisions regarding at least the issues identified below.

3.1.1 *Compliance with Host Institution Policies* – Each Exchange Visitor must comply with applicable policies of the Host Institution throughout the exchange program.

3.1.2 *Health and Accident Insurance* – Each Exchange Visitor must provide evidence of comprehensive medical insurance, accident insurance and third party liability coverage prior to admission into the exchange program and is responsible for all costs related to Exchange Visitor's medical care incurred during the Exchange Program.

3.1.3 *Expenses* – Each Exchange Visitor is responsible for travel, accommodations, and other expenses relating to participation in the exchange program, except for invited Exchange Visitors for whom appropriate funding arrangements have been made. If the Exchange Visitor is a student, he or she shall also be responsible for tuition expenses at the Home Institution, but shall not be required to pay tuition to the Host Institution. Exchange Students may be required to pay ancillary and administrative fees by the Host Institution.

4. CO-OPERATIVE RESEARCH

4.1 Co-operative research is to be encouraged as individual scholars or departments establish contact and develop mutual interests. The financial arrangements and conditions of such agreements, including intellectual property issues, will be negotiated individually.

4.2 The two institutions agree that, prior to the commencement of each project, a further agreement must be entered into in accordance with the policies of both institutions on intellectual property, to cover any event of research collaboration leading to patent rights, copyrights and other intellectual property rights.

5. TERMS OF CO-OPERATION

5.1 The terms of co-operation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such agreement will form an Appendix to this MOU.

2

5.2 The two institutions agree that all the financial agreements will have to be negotiated and will depend on the availability of funds, by joint applications.

6. CO-ORDINATION OF THE EXCHANGE

6.1 Each institution shall designate a Liaison Officer to develop and co-ordinate the specific activities agreed upon.

6.2 Through these offices either institution may initiate proposals for activities and specific details of any such activities will be set forth in writing.

6.3 Each institution shall use reasonable good faith efforts and due diligence to insure that they are nominating appropriate students or faculty to participate in the exchange program.

7. NO AGENCY

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

8. RENEWAL, TERMINATION AND AMENDMENT

8.1 This agreement for co-operation becomes effective on the date of signature. It may be amended by agreement of the parties. It is automatically renewed every 5 years without change on that date unless one party gives written notice sixty days in advance. The agreement may be terminated by either party at any time for any reason with six months written notice.

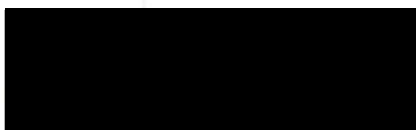
8.2 For this purpose, the responsible parties will be the President on behalf of **Bielefeld University of Applied Sciences** and the President on behalf of **Franciscan University**.

9. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party only from damages for typical and direct loss/damages and only arising from gross negligence or willful misconduct. Any compensation for indirect or consequential loss shall be explicitly ruled out.

Signed on behalf of

BIELEFELD UNIVERSITY OF APPLIED SCIENCES FRANCISCAN UNIVERSITY



Prof. Dr. Ingeborg Schramm-Wölk
President

Date 30.01.2020



Profª Iraní Rupolo
President

Date 13/01/2020