

AGREEMENT FOR INTERNATIONAL STUDENT EXCHANGE

BETWEEN: **UNIVERSIDADE DO ESTADO DE SANTA CATARINA**
Located at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis,
Santa Catarina, Brazil.
("UDESC")

AND: **CONCORDIA UNIVERSITY OF EDMONTON**
Located at 7128 Ada Boulevard, Edmonton, Alberta,
Canada T5B 4E4
("Concordia")

Collectively referred to as the "**Parties**" and individually as a "**Party**"

WHEREAS:

- A. The Parties to this agreement (the "**Agreement**") have entered into a memorandum of understanding dated to February 2025 establishing the framework by which the Parties intend to work together to foster and develop a cooperative relationship between them; and
- B. The Parties now wish to formalize the terms under which it is possible for an exchange of students between the two Parties on a continuing basis (the "**Exchange**").

NOW THEREFORE in consideration of the above and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

1.1. In the Agreement:

- a. "**Academic Year**" means:
 - i. at Concordia, the period from September to April and consists of two (2) terms, one from September through December (the "**Fall Term**") and the other from January through April (the "**Winter Term**"); and
 - ii. at UDESC, the period from March to December and consists of two (2) terms, one from March through July (the "**Spring Term**") and the other from August through December (the "**Fall Term**");

- b. “**Home Institution**” means the institution from which a student intends to graduate and the institution in which the student is regularly enrolled;
- c. “**Host Institution**” means the institution which has agreed to accept Exchange Students from the Home Institution who are participants in the Exchange; and
- d. “**Exchange Students**” means students who have been accepted by the Host Institution and are participating in an Exchange.

2. COMING INTO FORCE, ASSIGNMENT AND AMENDMENTS

- 2.1. This Agreement shall come into force and effect from the date on which the document has been executed by both Parties, or from the date on which the last Party executes the Agreement (the “**Effective Date**”), and shall continue in effect until terminated by mutual agreement or in accordance with the terms of the Agreement.
- 2.2. This Agreement will ensure to the benefit of and be binding on the Parties and their respective successors and permitted assigns, except that no Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld; and provided further that no such assignment will affect the liability of the assignor, nor release such Party from its obligations under the terms of this Agreement.
- 2.3. The Agreement may be amended by the mutual written consent of the Parties.

3. LIAISON OFFICERS

- 3.1. Each Party shall designate a liaison officer (a “**Liaison Officer**”) who will be responsible for coordinating the specific aspects of the Exchange as well as advising and assisting students applying for and participating in the Exchange.

3.2. The designated Liaison Officers for the Agreement are:

	for UDESC	For Concordia
<i>Name</i>	Julia Vieira Rodrigues	Dr. Xinxin Fang, PhD
<i>Title</i>	Dean of the International Office	Director of International Relations
<i>Address</i>	Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil	7128 Ada Boulevard, Edmonton, Alberta, Canada AB T5B 4E4
<i>Telephone</i>	+ 55 48 36648083	+1 780-378-8437
<i>Fax</i>		+1 780-477-1033
<i>e-mail</i>	scii.reitoria@udesc.br julia.rodrigues@udesc.br matheus.santos@udesc.br	Xinxin.fang@concordia.ab.ca

4. NOMINATION OF STUDENTS

- 4.1. Each Home Institution will send up to 1.0 Full Time Equivalents (“**FTE**”) to the Host Institution each Academic Year commencing with the 2024-2025 Academic Year. This number may be changed by the mutual consent of the two Parties.
- 4.2. For the purpose of accounting and managing the flow of Exchange Students each Exchange Student registered at the Host Institution shall be counted as one "Unit of Exchange" (0.5 FTE) when attending part of or an entire normal academic term, or two “Units of Exchange” (1.0 FTE) when attending for a full Academic Year. The Liaison Officers of the Parties shall review the Program annually to determine any imbalance in the FTE student count, and adjust the numbers of students exchanged to maintain a reasonable balance in the Exchange. The balance is reached by an average number of students of each side.
- 4.3. The Home Institution shall nominate students (a “**Nominated Student**”) who meet the following criteria:
 - a. Nominated Students shall be registered in a program of study at the Home Institution;
 - b. Nominated Students shall have an above average academic performance record at the Home Institution;
 - c. Nominated Students shall meet the language proficiency requirements of the Host Institution, which is to be communicated by the Liaison Officers prior to the start of the Host Institution’s Academic Year; and

- d. Nominated Students proposed programme of studies at the Host Institution shall be approved by the Host Institution.
- 4.4. The Liaison Officer at the Home Institution shall submit Nominated Student applications to the Liaison Officer at the Host Institution no later than Host Institution's published deadline.
- 4.5. Nominated Student applications from UDESC must be received by Concordia no later than May 1st for Nominated Students intending to commence studies at Concordia in the Fall Term, or October 1st for the Winter Term.
- 4.6. Nominated Student Applications from Concordia must be received by UDESC no later than later than October for Nominated Students intending to commence studies at UDESC in the Spring Term or March for the Fall Term.
- 4.7. Should either Party to the Agreement wish to amend the application deadline as noted in paragraphs 4.5 and 4.6, such Party shall advise the other Party in writing of the new deadline and shall provide at least six (6) weeks' notice of such change.

5. EXCHANGE STUDENT FEES AND FINANCIAL MATTERS

- 5.1. Exchange Students shall have sufficient personal funds to cover any and all expenses not covered by the Home Institution or the Host Institution as detailed in this Agreement. Expenses which the Exchange Student must cover include, but are not limited to:
 - a. Cost of living (including rent, food and health care costs);
 - b. Recreation;
 - c. Travel and transportation, including travel insurance;
 - d. Text books and school supplies; and
 - e. All necessary visas.
- 5.2. Exchange Students shall pay to the Home Institution full tuition and other required fees for the period of the Exchange in accordance with the fee payment schedule of the Home Institution.
- 5.3. Exchange Students shall not be required to pay any tuition, non-instructional or mandatory fees at the Host Institution for the period of the Exchange, regardless of where the fees are assessed, unless agreed upon in advance or otherwise noted in this Agreement.
- 5.4. Exchange Students attending Concordia who are not Canadian citizens or who are not permanent residents of Canada and therefore do not have public health care coverage from one of the provinces of Canada shall participate in the Concordia Health Insurance Plan and pay the required premiums to Concordia.
- 5.5. Exchange Students enrolled in at least one on-campus credit course at Concordia, regardless of their enrollment status being either full-time or part-time in any Academic

Year, shall participate in Concordia's U-Pass program and will be charged the mandatory U-Pass fee as set from time to time by Concordia.

6. EXCHANGE STUDENT GENERAL TERMS

- 6.1. No Exchange Student shall have a term at the Host Institution which exceeds either two terms or the equivalent of one Academic Year.
- 6.2. Any extension of the Exchange beyond the number of Units of Exchange that were originally agreed on with regards to the specific Exchange Student shall be approved in writing by the Liaison Officer from each of Concordia and UDESC.
- 6.3. The Host Institution shall provide the Exchange Student with an official transcript of his or her academic record as soon as possible after the completion of that student's Exchange. Exchange Students at Concordia must formally request that the Registrar's Office forward copies of their transcript to their Home Institution. Transcripts of the Exchange Student attending Concordia will not be sent without the consent of such Exchange Student.
- 6.4. Exchange Students shall be considered non-degree seeking students by the Host Institution, and:
 - a. Concordia shall provide visiting Exchange Students participating in an undergraduate program with a designation of visiting student; and
 - b. UDESC shall provide visiting Exchange Students participating in an undergraduate program with a designation of visiting student.
- 6.5. The Host Institution shall have the right to exclude Exchange Students from programs of study at the Host Institution, however, for available programs Exchange Students shall be free to choose courses available at the Host Institution provided that the Exchange Student has the necessary prerequisites and provided that space is available in the course.
- 6.6. Where Exchange Students who are participating in a graduate program and are involved in research, the Parties shall determine ownership of intellectual property at the outset of the project conducted as part of thesis research.
- 6.7. The Host Institution shall assist the Exchange Student in locating/obtaining institution approved housing, the cost of which shall be paid by the Exchange Student.
- 6.8. Exchange Students shall be bound by the rules, regulations and codes of conduct of the Host Institution and the laws of the host country during the Exchange.
- 6.9. The Host Institution shall ensure that an adequate reception, orientation and ongoing advice and support is available for the Exchange Student.

- 6.10. If an Exchange Student withdraws from the Host Institution without permission, or for reasons that are not acceptable to the Host Institution, the student may lose student status at the Host Institution.
- 6.11. Whatever the reasons for an Exchange Student's early withdrawal, the Host Institution will promptly inform the Home Institution and other officials who, by regulation, need to be informed.

7. ACCESS TO INFORMATION AND PRIVACY LEGISLATION

- 7.1. The Parties acknowledge that Concordia is subject to Alberta's *Personal Information Privacy Act*, Canada's *Personal Information Protection and Electronic Documents Act*, each of which govern Concordia's Personal Information Privacy Policy.
- 7.2. UDESC shall at all times adhere to Concordia's policies and procedures with respect to personal information of Exchange Students or any student applying to participate in an Exchange (each, an "**Exchange Applicant**"), or such other policies or procedures that provide a comparable or more stringent level of protection of such personal information.
- 7.3. Each Party agrees to notify the other of any actual or suspected unauthorized use or disclosure of any student records or personal data of an Exchange Student or Exchange Applicant and agrees to provide prompt assistance, as reasonably requested by the other Party, with respect to any notification, reporting and/or investigation associated with any such unauthorized use or disclosure.
- 7.4. Subject to compliance with applicable data protection and privacy law, each Party will use reasonable efforts to notify the other Party upon becoming aware if the health, safety, or well-being of an Exchange Student is endangered. Exchange Students studying at UDESC will be required to provide written express consent authorizing UDESC to contact Concordia or the person listed as an emergency contact for the Exchange Student (at the Exchange Student's option), if contact of the emergency contact is necessary in UDESC's reasonable discretion.
- 7.5. Both Parties must comply with the laws applicable to data protection and privacy law to which they are subject, including, without limitation, Alberta's *Personal Information Privacy Act*, Canada's *Personal Information Protection and Electronic Documents Act*, and Alberta's *Freedom of Information and Protection of Privacy Act*, each as may be amended from time to time.
- 7.6. It shall be the responsibility of the Parties to obtain the express prior consent of the Exchange Students or Exchange Applicants, as applicable, in order to transfer to the other Party the personal data necessary to carry out the exchange arrangements. In this respect, the Parties shall not assume any liability as a result the other Party's failure to comply with the provisions of this paragraph.

- 7.7. Failure to comply with any of the obligations set out in Section 7 shall be sufficient cause for termination of this Agreement by the non-breaching Party, without prejudice to liabilities of any kind that may be incurred for such non-compliance.

8. CONFIDENTIALITY

- 8.1. **Confidential Information.** All information exchanged between the Parties under this Agreement (subject to the exclusions in Section 8.4 below) shall be considered to be confidential in nature, including but not limited to: (1) Concordia-owned data provided by Concordia to UDESC, (2) any Concordia-owned or Concordia-licensed software made available to UDESC for the Purpose hereunder, (3) any personal information regarding Concordia personnel or Exchange Students, (4) any UDESC-owned data provided by UDESC to Concordia, (5) any UDESC-owned or licensed software made available to Concordia for the Purpose hereunder, (6) any personal information regarding UDESC personnel or Exchange Students, (7) business plans or records of each Party made available to the other, (8) the terms of this Agreement (but not the existence of this Agreement), and (9) any and all such other information that the disclosing Party specifies at the time of disclosure as confidential (“**Confidential Information**”).
- 8.2. **Obligations.** The Parties agree to use the other Party’s Confidential Information provided hereunder only for the Purpose, to restrict disclosure of the other Party’s Confidential Information solely to Concordia’s and its employees, consultants, agents, and advisors, or to UDESC’s employees, consultants, agents, advisors, and permitted subcontractors, who have a need to know such Confidential Information to fulfill or enforce the Purpose or the terms of this Agreement, and not to disclose the other Party’s Confidential Information to any other persons. The Parties agree to treat the other Party’s Confidential Information which may be exchanged with at least the same degree of care with which such Party treats its own similar information which they consider to be confidential or proprietary in nature, but in any event not less than the degree of care that would be taken by a reasonable person in the position of such Party. As between the Parties, any Confidential Information shall remain the sole and exclusive property of the disclosing Party.
- 8.3. **Personal Information.** Notwithstanding anything to the contrary in this Agreement, UDESC agrees to (1) treat all personal information (as that term is defined in applicable privacy legislation in the Province of Alberta) of Exchange Students or Exchange Applicants provided or made available by Concordia, including but not limited to names, identification numbers, social insurance numbers and personal and professional history, as Concordia’s Confidential Information, (2) use such Confidential Information only for the Purpose under this Agreement and not permit any third party to use such data for any purpose, including but not limited to commercial marketing, promotions and sales, and (3) not permit any affiliate or division of UDESC to use such data in a manner prohibited by this Section 8. All such data shall be used in accordance with all applicable data privacy legislation and regulations. Notwithstanding anything to the contrary in this Agreement, Concordia agrees to (1) treat all personal information (as that term is defined

in applicable privacy legislation in the Province of Alberta) of Exchange Students or Exchange Applicants provided or made available by UDESC, including but not limited to names, identification numbers, social insurance numbers and personal and professional history, as UDESC's Confidential Information, (2) use such Confidential Information only for the Purpose under this Agreement and not permit any third party to use such data for any purpose, including but not limited to commercial marketing, promotions and sales, and (3) not permit any affiliate or division of Concordia to use such data in a manner prohibited by this Section 8. All such data shall be used in accordance with all applicable data privacy legislation and regulations.

- 8.4. **Exclusions.** Confidential Information shall not include information that is: (1) publicly available, (2) rightfully received by the receiving Party from a third party and not subject to confidentiality obligations, (3) already in the receiving Party's possession prior to disclosure by the disclosing Party and lawfully received from sources other than the disclosing Party, (4) independently developed by the receiving Party without the use, benefit or aid of Confidential Information provided by the disclosing Party, or (5) approved in writing for release or disclosure without restriction by the disclosing Party.
- 8.5. **Return of Information.** Upon termination or expiration of this Agreement, each Party will return to the other (or, if applicable and at the option of the disclosing Party, destroy) all of the other Party's Confidential Information in the possession of the receiving Party within fifteen (15) days of such termination or expiration.
- 8.6. **Limited Waivers.** The terms of this Section 8 will not preclude the disclosure of Confidential Information by either Party if such disclosure is: (1) in response to an order of a court of competent jurisdiction or arbitrator or directive or decision of a regulatory authority having jurisdiction in the circumstances, or (2) otherwise required by applicable law; provided, however, that such Party must notify the disclosing Party of such request or requirement prior to the disclosure so that the disclosing Party may seek, at its sole cost and expense, a protective order or other appropriate remedy, and will limit the disclosure to the extent required for such purposes.

9. LIABILITY AND INDEMNIFICATION

Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its employees, affiliates, officers, directors, agents, successors and permitted assigns, as applicable (collectively, the "**Indemnified Party**"), from and against all losses, claims, actions, damages, demands, settlements, awards, fines, costs, expenses or liabilities of any kind (including legal fees and costs, and costs of enforcing any right to indemnification under this Agreement), including to the extent claimed by a third party against the Indemnified Party, arising from, in connection with or relating to any of the following:

- a. Negligent acts or omissions or willful misconduct of the Indemnifying Party or its personnel; or
- b. The Indemnifying Party's breach of its obligations under this Agreement.

The Indemnified Party shall promptly notify the Indemnifying Party of any such claims and the Indemnifying Party shall have the sole right to defend such claims at its own expense. The Indemnified Party shall provide, at the Indemnifying Party's expense, such assistance in investigating and defending such claims as the Indemnifying Party may reasonably request, and the Indemnifying Party shall not settle any such claims except with the prior written consent of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any claims at its sole expense. This Section 9 shall survive the expiration or termination of this Agreement.

10. GOVERNING LAW

This Agreement shall be interpreted and constructed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Notwithstanding the foregoing, in the event a Dispute (as herein defined) proceeds to a mediation and/or arbitration, the laws of the jurisdiction where the party receiving a Dispute Note (as herein defined) is located shall be applied by the appointed mediator and/or arbitrator hearing such Dispute. For the purposes of this clause, Concordia is located in Alberta, Canada and UDESC is located in Florianópolis, Brazil.

11. DISPUTE RESOLUTION

- 11.1. The Parties shall resolve any dispute, controversy, disagreement, or claim arising out of, relating to, or in connection with this Agreement (each, a “**Dispute**”) in accordance with the provisions of this Section 11. The procedures set forth in this Section 11 shall be the exclusive mechanisms for resolving any Dispute that may arise from time to time between the Parties.
- 11.2. A Party shall send written notice to the other Party of any Dispute (a “**Dispute Notice**”). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. If the Dispute cannot be resolved within thirty (30) days, such Dispute shall be submitted to mediation by a mutually agreeable mediator. If a mediator cannot be agreed upon within a period of five (5) days, a mediator shall be appointed under the national mediation rules of the ADR Institute of Canada. Any mediation settlement by the disputing parties shall be documented in writing.
- 11.3. If the Dispute cannot be resolved through mediation within thirty (30) days following the commencement of the mediation process, it shall be conclusively settled by a single arbitrator, with no right of appeal, in accordance with the provisions of the rules of the International Chamber of Commerce, and all hearings will take place by video-conferencing facilities, unless agreed otherwise by the Parties. For greater certainty, the arbitration of a Dispute shall be subject to the following terms and conditions:

- 11.3.1. the Parties shall appoint an arbitrator who shall have such technical and other qualifications as may be reasonably necessary to enable the arbitrator to properly adjudicate upon the matter in dispute;
- 11.3.2. the Parties shall be deemed to have failed to concur in the appointment of an arbitrator if the arbitrator is not appointed within fifteen (15) days after the service by one Party upon the other of a notice requesting that it concur in such appointment. Either Party shall then be entitled to apply to a court of competent jurisdiction who shall have jurisdiction to appoint an arbitrator;
- 11.3.3. the arbitrator shall have the right to appoint appraisers, experts, consultants and auditors as they in their sole discretion may consider necessary or advisable;
- 11.3.4. subject only to the provisions of this Agreement, the arbitrator shall be the master of its own procedure;
- 11.3.5. the decision of the arbitrator shall be in writing and shall be delivered to each of the Parties;
- 11.3.6. the decision of the arbitrator shall be final and binding on the Parties;
- 11.3.7. all expenses of the arbitration, including the costs and expenses of the arbitrator and costs associated with the appointment thereof shall, subject to any award by an arbitrator, be shared and borne jointly and equally by the Parties. Subject to any award by an arbitrator, each Party shall bear its individual costs to participate in and represent its position at the arbitration;
- 11.3.8. in the event of the failure, refusal or inability of any arbitrator to act, a new arbitrator shall be appointed in his or her stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of the arbitrator so failing, refusing or unable to act;
- 11.3.9. it shall be a condition of the appointment of any arbitrator that the arbitrator shall maintain in strict confidence all documents, the transcripts of the proceedings and other materials and all information disclosed by or on behalf of the Parties and shall not use the same or allow the same to be used for any purpose collateral to the arbitration and, at the request of the Party that provided any documents or other printed materials, shall return all originals and any copies of such documents and printed materials. The arbitrator shall be responsible for ensuring that his or her officers, employees, representatives and consultants comply with this obligation of confidentiality; and
- 11.3.10. the Parties acknowledge, covenant and agree that they will not apply, nor will they have the right to apply, by any means, to any court to challenge any findings, determinations or issues of fact as determined by the arbitrator nor will they appeal

or have the right to appeal to any court with respect to any findings, determinations or awards resulting from the arbitration process, all of which shall be final, conclusive and binding for all purposes.

12. NOTICES

Whenever under this Agreement one Party is required or permitted to give notice to the other, such notice will be deemed given when: (i) delivered in hand; (ii) two (2) business days after mailing via recognized delivery service with next-day delivery; (iii) five (5) business days after the date mailed by certified mail, return receipt requested, postage prepaid; or (iv) on the next business day following delivery by electronic mail (e-mail) as addressed as follows (or to such other address designated by the receiving Party from time to time in accordance with this Section):

In the case of Concordia:

Concordia University of Edmonton
7128 Ada Boulevard
Edmonton, Alberta, Canada T5B 4E4
E-mail: Xinxin.fang@concordia.ab.ca
Attention: Dr. Xinxin Fang, PhD, Liaison Officer

In the case of UDESC:

Universidade do Estado de Santa Catarina
Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis
Santa Catarina, Brazil
Email: scii.reitoria@udesc.br; julia.rodriques@udesc.br; matheus.santos@udesc.br.
Attention: Mrs. Julia Rodrigues or Mr. Matheus Santos, Liaison Officers

13. TERMINATION

13.1. Termination for Convenience. Either Party may terminate the Agreement on six (6) months written notice to the other party. Any Exchange Students already enrolled in programs at the Host Institution will be allowed to carry out the terms of their Exchange in the event that any termination of this Agreement occurs or the term of this Agreement expires during the term of their Exchange.

13.2. Termination for Breach. Either Party may terminate this Agreement upon fourteen (14) days' prior written notice in the event of a material breach by the other Party of its obligations under this Agreement if the Party said to be in breach fails to cure the condition of breach within thirty (30) days after receipt of the notice of breach.

13.3. Insolvency of Either Party. Either Party may terminate this Agreement immediately if the other Party becomes insolvent or is unable to pay its debts as they become due, becomes

subject, voluntarily or involuntarily, to any proceeding under insolvency law, is dissolved or liquidated or takes any corporate action for such purpose, makes a general assignment for the benefit of creditors, or appoints or has appointed a receiver, trustee, custodian, liquidator or similar agent to take charge of or sell any portion of its property or business.

14. SURVIVAL

All provisions relating to the nature of the relationship, indemnity, insurance, payment, confidentiality, and other obligations and provisions, the performance of which by their nature extends beyond the termination of this Agreement, shall continue in full force and effect following the effective date of such termination.

15. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable or invalid by arbitrator, the validity and enforceability of the remaining provisions of this Agreement will not be affected.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes and replaces any prior agreements and understandings, written or oral, relating to such subject matter. As of the Effective Date, neither Party, with respect to the subject matter hereof, shall be liable or bound to the other Party in any manner by any representations, warranties or covenants except as specifically set forth herein.

17. COUNTERPARTS

This Agreement may be signed by originals, by facsimile or other electronic transmission (including by way of DocuSign or portable document format) and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the duly authorized officers of the Parties have executed and delivered this Agreement on the dates indicated below.

Signed for and on behalf of

**UNIVERSIDADE DO ESTADO DE SANTA
CATARINA (UDESC)**

By its duly authorized officer on the ____ day
of _____ 2025

Dr. José Fernando Fragalli
Rector

Signed for and on behalf of

CONCORDIA UNIVERSITY OF EDMONTON

By its duly authorized officer on the 10 day
of February 2025



Dr. Barbara van Ingen
Provost and Vice-President Academic



Assinaturas do documento



Código para verificação: **94KY0A8V**

Este documento foi assinado digitalmente pelos seguintes signatários nas datas indicadas:



JOSE FERNANDO FRAGALLI (CPF: 030.XXX.838-XX) em 05/02/2025 às 18:34:50

Emitido por: "AC Final do Governo Federal do Brasil v1", emitido em 17/04/2024 - 14:57:45 e válido até 17/04/2025 - 14:57:45.
(Assinatura Gov.br)

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