



# Widener University Delaware Law School

## DUAL DEGREE PROGRAM SPECIFIC AGREEMENT BETWEEN WIDENER UNIVERSITY DELAWARE LAW AND UNIVERSIDADE DO VALE DO ITAJAI

### DOCTOR OF JURIDICAL SCIENCE

#### PARTIES

**Widener University Delaware Law School**, (hereinafter “Delaware Law”), a private institution with a professional focus on law, located at 4601 Concord Pike, Wilmington, Delaware 19803, represented by Rodney A. Smolla, Dean Delaware Law, and the **Universidade do Vale do Itajaí** (hereinafter “UNIVALI”), legal person established under private law, located at Rua Uruguai, n. 458, Centro, Itajaí-SC, Brasil, represented by Cássia Ferri, Acting Rector of UNIVALI.

#### DATE

On this \_\_\_\_ of \_\_\_\_\_, 2017, Delaware Law and UNIVALI (hereinafter “Universities”) do hereby enter into this Doctor of Juridical Science Dual Degree Program Agreement (hereinafter “Dual Degree Agreement”), taking into consideration the Memorandum of Understanding signed by both institutions in \_\_\_\_ of \_\_\_\_\_, 2017.

#### ARTICLE 1: PURPOSE

- a. The purpose of this Agreement is to foster a spirit of cooperation between these Universities and thereby provide students with an opportunity to earn degrees from both Universities.
- b. It is agreed and understood that each University has the right to make changes to its curricula and enrollment standards to maintain its academic integrity and meet accreditation standards. Such changes, if any, will be promptly communicated to the other University in writing.
- c. At the request of either University, a meeting can be held to resolve any problems, monitor the progress, and develop any improvements.

*[Handwritten signature]*





## ARTICLE 2: PROGRAM OF STUDY

- a. The Doctor of Juridical Science offers the opportunity to demonstrate high scholarly achievement. It is designed for exceptional candidates who possess a Master of Law and wish to pursue advanced study, research and writing. Candidates to the Doctor of Juridical Science Program must have earned a Master of Law from a U.S. law school accredited by the American Bar Association, from UNIVALI, or from any Higher Education Institution, meeting all legal requirements.
- b. The Doctor of Juridical Science at Delaware Law and the Doctor of Juridical Science at UNIVALI have different system of credits to the due conclusions and emission of diplomas. Therefore, the Universities agreed the reciprocal acceptance of academic credits, without which there is no possibility of execution of the Dual Degree Program.
- c. The program of study shall be mutually agreed between the Universities and implies a research internship at the other university, allowing the student the attendance of additional credits, that may be requested by the advisor of the other University, that, after, shall be validated at the University of origin.

## ARTICLE 3: ADMISSION

- a. The student must be enrolled at the Doctor of Juridical Science in one of the Universities in order to be able to apply to the Doctor of Juridical Science Dual Degree Program. The application for the Dual Degree Program must occur until the end of the first year of the Course attendance.
- b. A student who expresses an interest in the Doctor of Juridical Science Dual Degree Program must apply to participate in the selection process that will take place at his University of origin. At UNIVALI the selection process will be regulated by a Selection Announcement, according to institutional norms.
- c. The Supervisors of both institutions are responsible for officially inform the other University the approved students, attending the available places and that will be mutually informed to each selection process, in a maximum number of five (5) each year.
- d. The Universities shall promptly inform the other party if a student withdraws or does not successfully complete the required credits.
- e. Delaware Law and UNIVALI do not discriminate on the basis of color, race, national origin, ancestry, sex, disability, religion, age, sexual orientation, or veteran status in its educational programs, employment programs, or activities.
- f. All Doctor of Juridical Science Dual Degree courses are required to reflect a performance of a "B" or better, according to the American and Brazilian grading system, respecting the internal regulations of each University.
- g. All Dual Degree students shall possess language ability sufficient for comprehension of lectures and for completion of assignments/research at both

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Universities. UNIVALI students selected for the Doctor of Juridical Science Dual Degree Program will meet a minimum of 83 on TOEFL or 6.5 on IELTS. Similarly, Delaware Law students selected for the Doctor of Juridical Science Dual Degree Program shall prove proficiency in the Portuguese language by the Certificate of Proficiency in Portuguese for Foreigners – CELPE-Bras.

- h. Each student is responsible to provide appropriate documents for the issuance of a student visa in accordance with national laws. It is also the responsibility of each student to timely obtain a student visa from their home country and to have all necessary immunizations, insurance, and any other required documents completed for admission prior to arrival at the Universities.
- i. Each student is responsible for making their own international and domestic travel arrangements, as well as for expenses involving meals, study materials, local transportation, personal expenses, passport, visa applications, personal health insurance and medical, dental and hospital expenses in case of diseases or accident, medical and funeral repatriation and personal accident insurance. Furthermore, each student must contract international health insurance and international life insurance which are valid in the host country, and which encompasses not only the costs related to eventual health problems and body repatriation to country of origin, but also all other general living expenses.
- j. Students who successfully complete the Doctor of Juridical Science Dual Degree Program will be eligible to participate in commencement ceremonies, if applicable, at both Universities.

#### **ARTIGO 4: RESEARCH INTERNSHIP**

- a. The students accepted in the Double Degree Agreement must accomplish a 4 (four) months research internship period at the other University. This period may be divided into two stays of 2 (two) months each. The Doctorate Courses of Juridical Science will indicate the periods of stay of the doctoral students in the other institution always between the third and the sixth semester, and may coincide with the Summer School offered at Delaware Law or with the intensive credits Programs offered at UNIVALI.
- b. For the validation of the Dual Degree Program, the research internship must be attested as sufficient by the advisor of the other University and its terms previously established between the supervisors of the Dual Degree Program from each university.
- c. It is not required the participation of the students in extra activities if they are not indicated by the advisor of the other University.

#### **ARTICLE 5: ADVISORING AND THE DEFENSE OF THE THESIS**

- a. The student will have an advisor at his University of origin and an advisor at the other university, that will be appointed by the supervisors of the Dual Degree Program at each University.
- b. The Doctor of Juridical Science student must correspond regularly with his/her Dissertation Advisor of the other University - at least three times per semester - to

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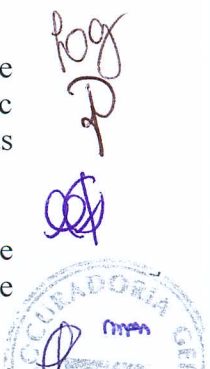


discuss the progress of the student and the research. The student should periodically submit written drafts to the Dissertation Supervisor for analysis.

- c. UNIVALI students must submit to a qualification exam beyond a jury until the sixth semester of the Course at UNIVALI. always with the two advisors and another member of one of the institutions. The qualification exam can be carried out by videoconference. The Delaware Law School shall apply, if necessary, to equivalent rules, the students linked to it.
- d. Once the credit and research stages have been completed, the student will be able, by joint appointment of both advisors, to the thesis jury in a Double Degree Program. The jury will always be organized in a similar way with the same number of American and Brazilian professors. The thesis will be the subject of a single defense that will be recognized by both Universities and can be carried out by videoconference.
- e. The thesis will be written in the native language of the University of origin of the student, and, must contain, a summary version with 40 (forty) pages, written in the native language of the origin University. The final presentation shall be realized in English.
- f. Once the thesis is defended, in accordance with the terms of this Dual Degree Agreement, each institution will issue a Doctor of Juridical Science diploma accredited by its respective educational system.
- g. The Universities will seek to facilitate the emission of the degrees for students enrolled in the Dual Degree Program. Each University will grant a separate academic degree bearing only its name, seal, and signature.
- h. The diploma and its respective transcript of records must have the mention that they were granted in a Double Degree Program with the partner institution, whose name must be explicitly mentioned.

#### **ARTICLE 6: THE RELATION BETWEEN THE UNIVERSITIES**

- a. This Double Degree Agreement does not imply any type of working or economic relationship between Delaware Law and UNIVALI, in view of its role is only to address academic-scientific relations.
- b. Delaware Law and UNIVALI agree to provide to the Doctor of Juridical Science Dual Degree Program students informational literature and materials regarding its academic programs of both Universities, as well the Universities agree to promote and support these programs to its undergraduate and graduate law students.
- c. Support and promotion by Delaware Law and UNIVALI shall encompass, but not be limited to, distribution of materials regarding the academic programs, periodic webinars, Skype meetings with the administrators and counseling of students interested in the Doctor of Juridical Science Double Degree Program.
- d. The goal of the Doctor of Juridical Science Dual Degree Program is to provide candidates with the knowledge and analytical skills to successfully engage in the practice of law with scholarly insight and practical expertise.



- e. Delaware Law and UNIVALI are committed to promote the academic production through scientific articles and books during the period in which the candidate is bound to one of the signatory institutions of this agreement.

## **ARTICLE 7: TERMS**

- a. During the period of stay at the other University, students shall also retain their student status at their home University.
- b. While attending Delaware Law, the Doctor of Juridical Science Dual Degree Program students from UNIVALI shall have the same status as Delaware Law Doctor of Juridical Science students, being subject to the rules, regulations, rights, and privileges of Delaware Law students. Similarly, while attending UNIVALI, the Doctor of Juridical Science Dual Degree Program students from Delaware Law shall have the same status as the Doctor of Juridical Science students, being subject to the rules, regulations, rights, and privileges of UNIVALI students.
- c. All campus facilities will be available to the Doctor of Juridical Science Dual Degree Program students at both Universities, with the same conditions and privileges awarded to the non- Doctor of Juridical Science Dual Degree Program students. This privilege does not extend to spouses and/or dependents.
- d. The Universities are responsible to inform the Doctor of Juridical Science Dual Degree Program students the courses that are available at both Universities and the courses that can be used to meet Doctor of Juridical Science Dual Degree Program requirements.
- e. This Agreement will, in no way, be interpreted as creating an agency or employment relationship between the Universities, or as giving rise to a joint venture or partnership between the Universities.
- f. This Agreement is intended to benefit both Universities and is not intended to create rights in any third party.
- g. If this Agreement is terminated, students who have already been admitted to the Doctor of Juridical Science Dual Degree Program shall have the opportunity to complete their degree.

## **ARTICLE 8: PAYMENTS**

- a. Doctor of Juridical Science Dual Degree Program students shall be responsible for payment of tuition and all fees to its origin institutions and the values foreseen in the Appendix to the host institution. Under the terms of this Agreement, the Universities are not obliged to make any payments of any kind to the other University.
- b. The economic and financial conditions shall be borne exclusively by the students and the values are described in the Appendix 1 and 2.

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- c. Doctor of Juridical Science Dual Degree Program students seeking financial assistance shall apply for public or private scholarships in his/her country of origin prior to arrival.
- d. Doctor of Juridical Science Dual Degree Program students will be responsible for all costs associated with academic credit, travel, books, health insurance, health care, and other necessary insurance, transportation, accommodations, living expenses and any other costs associated with the Doctor of Juridical Science Dual Degree experience.

**ARTICLE 9: ACCOMMODATIONS**

Delaware Law and UNIVALI shall, within the limits of their resources and policies, responsibly assist Doctor of Juridical Science Dual Degree Program students in securing suitable accommodations such as dormitories or off campus affordable accommodations.

**ARTICLE 10: PRIVACY**

- a. Each authority will provide the other with confidential information necessary for the execution of this Agreement and admission of Doctor of Juridical Science Dual Degree Program students.
- b. All information utilized within the Universities will only be shared with administration, staff or faculty as necessary to comply with the terms of this Agreement.
- c. Notwithstanding the provisions above, each University may disclose information belonging to the other party if demonstrated that the information:
  - 1. was publically available;
  - 2. was legally received; and/or
  - 3. was already in possession of the party prior to disclosure.

**ARTICLE 11: OVERSIGHT**

Each University will appoint oversight authority to an office within the University or designed individual. For the purpose of this, the oversight authority will rest upon the following:

Delaware Law:

Name: Eileen A. Grena  
 Title: Assistant Dean & Director Graduate Programs  
 E-Mail: [eagrena@widener.edu](mailto:eagrena@widener.edu)

UNIVALI:

Name: Marcelo Buzaglo Dantas  
 Title: Specific Director for the Dual Degree Program  
 E-Mail: [buzaglodantas@univali.br](mailto:buzaglodantas@univali.br)



## ARTICLE 12: DURATION/AMENDMENTS

- i. This Agreement shall become effective on the date of execution of all parties and it will be effective during the same validity period of the Memorandum of Understanding. The first students from UNIVALI shall begin its activities at Delaware Law from the second American semester (June-July 2018), while the first students of Delaware Law will be able to attend at UNIVALI from the first Brazilian academic semester of Brazil (May-June 2018).
- j. This Agreement may be terminated by written notice of either party within ninety (90) day's written notice that ongoing activities will come to conclusion.

## ARTICLE 13: DISPUTES/INTERPRETATION

- a. The English and Portuguese versions shall reflect exactly the agreement between the parties without any substantial difference.
- b. Any dispute related to the interpretation of this Agreement shall be settled amicably between the parties. This Agreement shall be governed by and construed in accordance with the substantive laws of in the jurisdiction of the State of Delaware in the United States of America for any conflict relating to Delaware Law and will be governed and interpreted in accordance to the Brazilian laws in case of any conflict related to UNIVALI.
- c. A specific Jurisdiction should be designated to solve any disputes arising from this agreement, that of the party proposing the application.

This Agreement is to be executed in two (2) original copies in English and in two (2) original copies in Portuguese, each having equal legal force and authenticity.

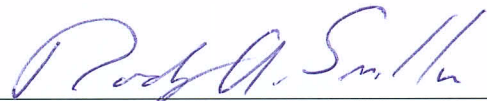
**Widener University Delaware Law School** and **Universidade do Vale do Itajaí** has caused its fully authorized representative to execute this Agreement on the dates indicated below.

Universidade do Vale do Itajaí - UNIVALI

**Prof<sup>a</sup>. Dr<sup>a</sup>. Cássia Ferri**  
Reitora em Exercício

Cássia Ferri


**Acting Rector of Universidade do  
Vale do Itajaí**



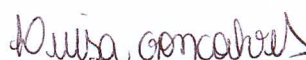
Rodney A. Smolla

**Dean of Widener University Delaware  
Law School**

Witnesses:

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**Name:** James Dadam  
**CPF:** 982.476.709-68



**Name:** Luisa Gonçalves  
**CPF:** 095.190.229-61



# APPENDIX 1

## PART 1

### DUAL DEGREE AGREEMENT PROGRAM DOCTOR OF JURIDICAL SCIENCE

#### ESTIMATED COST OF ATTENDANCE FOR UNIVALI STUDENTS

The following tables represent the average expenses for the UNIVALI students enrolled to the research internship at Delaware Law.

#### ESTIMATED COST TO THE RESEACRH INTERSHIP IN A SINGLE FOUR MONTH PERIOD

Students who choose this option will be able to accomplish at Delaware Law research internship during the US summer semester, which will cover the months of May, June, July and August.

Expenses	Values	Payable to Delaware Law	Observations
Tuition	\$13,000	Sim	Tuition has been set by the Universities.
Application Fees	Waived	Waived	-
Health Insurance	TBA	Yes	All international students must purchase the Widener University medical insurance and have completed the medical immunization form.
Books/Supplies	TBA	No	This number is an estimate and may change depending on additional course selection.
Room	\$2,884	Yes	The Delaware Campus has residence halls for graduate students. Students can also live off campus
<b>TOTAL</b>	<b>\$15,884</b>	-	-

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**PART 2**

**ESTIMATED COSTS TO THE INTERNSHIP RESEARCH IN TWO STAYS OF TWO MONTHS EACH**

Students who choose this option will be able to accomplish at Delaware Law research internship during the US summer semester, which will cover the months of June and July.

<b>Expenses</b>	<b>Values PERIOD 1</b>	<b>Values PERIOD 2</b>	<b>Payable to Delaware Law</b>	<b>Observations</b>
<b>Tuition</b>	\$6,500	\$6,500	Yes	Tuition has been set by the Universities.
<b>Application Fees</b>	Waived	Waived	Waived	-
<b>Health Insurance</b>	TBA	TBA	Yes	All international students must purchase the Widener University medical insurance and have completed the medical immunization form.
<b>Books/Supplies</b>	TBA	TBA	No	This number is an estimate and may change depending on additional course selection.
<b>Room</b>	\$1,442	\$1,442	Yes	The Delaware Campus has residence halls for graduate students. Students can also live off campus.
<b>TOTAL</b>	<b>\$7,942</b>	<b>\$7,942</b>	-	<b>\$15,884</b>

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## APPENDIX 2

### PART 1

#### DUAL DEGREE AGREEMENT PROGRAM DOCTOR OF JURIDICAL SCIENCE

#### ESTIMATED COST OF ATTENDANCE FOR UNIVALI STUDENTS

The following tables represent the estimated average expenses for the Delaware students enrolled to the research internship at UNIVALI.

#### ESTIMATED COST TO THE RESEACRH INTERSHIP IN A SINGLE FOUR MONTH PERIOD

Students who choose this option will be able to accomplish the research internship at UNIVALI during the first or second Brazilian academic semester, which will cover the months of March, April, May and June or August, September, October and November.

Expenses	Values	Payable to UNIVALI	Observations
Tuition	\$13,000	Yes	Tuition has been set by the Universities.
Application Fees	Waived	Waived	-
Health Insurance	TBA	Yes	-
Books/Supplies	TBA	No	-
Room	-	-	The UNIVALI Campus does not have rooms for students.
<b>TOTAL</b>	<b>\$13,000</b>	-	-

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PART 2

ESTIMATED COSTS TO THE INTERNSHIP RESEARCH IN TWO STAYS OF TWO MONTHS EACH

Students who choose this option will be able to accomplish at Delaware Law research internship during the first or second Brazilian academic semester, which will cover the months of March, April, May and July or August, September, October and November.

Expenses	Values PERÍODO 1	Values PERÍODO 2	Payable to UNIVALI	Observações
Tuition	\$6,500	\$6,500	Yes	Tuition has been set by the Universities.
Application Fees	Waived	Waived	Waived	-
Health Insurance	TBA	TBA	Yes	-
Books/Supplies	TBA	TBA	No	-
Room	-	-	-	The UNIVALI Campus does not have rooms for students.
<b>TOTAL</b>	<b>\$6,500</b>	<b>\$6,500</b>	-	<b>\$13,000</b>

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