

**AGREEMENT FOR COLLABORATION BETWEEN THE UNIVERSITY OF  
CALABRIA,**

**UNIVERSIDADE DO VALE DO ITAJAÍ AND**

**WIDENER UNIVERSITY DELAWARE LAW SCHOOL**

The Universidade do Vale do Itajaí (hereinafter **Univali**), the University of Calabria – Department of Business and Legal Sciences (hereinafter **Unical**), and the Widener University Delaware Law School Delaware (hereinafter **Delaware**) express their willingness to begin a path of collaboration in the area of legal research and teaching and therefore agree on the following:

**PARTS**

FUNDAÇÃO UNIVERSIDADE DO VALE DO ITAJAÍ, Instituto comunitario di istruzione superiore (ICES) in the form of command of the federal legge n. 12,881 of November 12, 2013 and institute of the municipal legge n. 2,515 of the 19th of October 1989, persona giuridica di diritto privato law, with headquarters at Rua Uruguai, 458, Centro, Itajaí/SC, CEP 88302-202, represented by his Magnifico Rettore, Prof. Valdir Cechinel Filho, elected for the biennio 2022-2026, on the 7th of December 2021, and is responsible for the definite article 31 of the Regolamento Generale di Univali (Brazil) with domicile in Rua Uruguai, n. 458, Centro, Itajaí-SC, Brazil, represented by Rettore Valdir Cechinel Filho.

UNIVERSITY OF CALABRIA, a public institution with legal personality, with a registered office in Via Pietro Bucci, 87036 Arcavacata di Rende (CS), represented by its Rector pro Tempore Nicola Leone;

Widener University Delaware Law School, a private institution with a professional focus in law, is located at 4601 Concord Pike, Wilmington, Delaware 19803, represented by Andrew A. Workman, Provost Widener University, and Todd J. Clark, Dean of Delaware Law School.

Hereinafter "Universities"

**ARTICLE 1: OBJECTIVE**

a. The purpose of this Agreement is to establish a program of mutual support for scientific activities, research, teaching, and international research placements and provide students with the opportunity to pursue Ph.D. in Law/SJD (hereinafter Ph.D) and other postgraduate degrees in the partner Universities and provide teachers of their respective universities the opportunity to perform research and teaching periods at different locations.

b. Each University retains the right to modify its curricula and enrolment procedures in accordance with its educational system. Any such changes will be communicated in writing to the other Universities.



c. At request of the individual University, it is possible to hold meetings to manage problems, monitor the progress of activities and develop any improvements.

## ARTICLE 2: DOCTORAL COURSE

a. The PhD Courses will allow students to obtain the degree required by their respective rules.

b. The Doctoral Courses of the Universities retain the peculiarities of their respective curricula, for the purpose of awarding the degree. Universities are committed to the mutual recognition of academic activities and research placements, in order to meet their curricular requirements.

c. The study programmes will be coordinated and agreed between the Universities and will involve scientific activities and international research placements, supervised by a thesis supervisor in service at the host institution.

d. The study program of each student will include lessons also in English, thesis discussion also in English, production and publication of scientific articles also in English.

e. The protocols and subsequent agreements will specify the minimum scientific activities to be carried out by the PhD student.

## ARTICLE 3: ADMISSION

a. The application for admission to the PhD Courses can be submitted at one of the Universities, in accordance with what will be specifically regulated by the subsequent Protocols and Agreements to this Agreement and in accordance with the procedures and rules laid down in their respective legal systems.

b. Course coordinator must officially inform Universities of the list of admitted students.

c. For this purpose, the Universities undertake to reserve a minimum of 1 (one) place per university per year.

d. The Universities undertake to share any information regarding the path of the students participating in the Course.

e. The research period for the writing of the doctoral thesis may not be less than three years. At the request of the doctoral thesis tutor, this period may exceptionally be extended, with the consent of the Universities. The request must be submitted at least 1 month before the expected date for completion of the Thesis.

f. The PhD student must register his doctoral thesis project at the Universities where he will carry out scientific activity and research internship, in compliance with their respective regulations.

g. Universities shall not discriminate against anyone in their educational programmes, work programmes or activities on the basis of colour, race, national origin, descent, sex, disability, religion, age, sexual orientation or status of reservist.





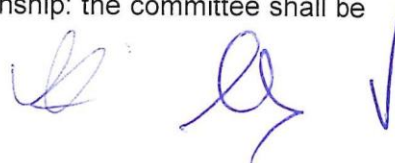
- h. All students of the Course must demonstrate the knowledge of English, duly attested, in order to understand the scientific activities and carry out the research internship at the partner Universities.
- i. Each student is required to provide appropriate documents for the issuance of the student visa in accordance with the legislation of each country. It is also the responsibility of each student to obtain a student visa promptly, have vaccinations, insurance and any other document necessary for registration before arrival at the Universities.
- j. Each student is responsible for the planning of national and international travel, as well as the expenses related to his or her food, study material, local transport, personal expenses, passport, visa application, travel insurance with medical coverage, dental and hospital in case of illness or accident, or funeral repatriation and personal injury insurance.
- k. The student who successfully completes the Course may participate in the graduation ceremonies at the home university or at the universities where he has carried out scientific activity and international research.

#### **ARTICLE 4: RESEARCH INTERNSHIP**

- a. For students from the University of Calabria who want to pursue a double degree, they must complete a 12-month internship. For students from the University of Delaware and UNIVALI, they must complete 6 months of internship for the double degree.
- b. The period of scientific activity and international research internship in each partner University is carried out between the second and the third year.
- c. The tutor of the individual student must certify the complete and correct performance of the scientific activity and international research internship, as established by the following protocols and agreements.

#### **ARTICLE 5: THESIS REPORT AND DISCUSSION**

- a. The student will have a thesis tutor in their home University and also a thesis tutor at each institution where he carries out a period of scientific activity and international research internship, designated by the course managers of each University.
- b. The thesis will be written in English, Italian or Portuguese and the presentation of the final work will be carried out in English or Italian.
- c. The discussion will be held in one of the partner universities. The presentation, discussion and evaluation of the thesis will take place in compliance with the provisions of the applicable law of the home University, and in compliance with the protocols and agreements that will be subsequently concluded.
- d. The thesis will be the subject of a single discussion and will be evaluated by a commission composed according to the regulations of the home University, at the end of the scientific activities and the international research internship: the committee shall be



composed of lecturers from the partner universities; the tutors of the individual doctoral candidates shall not be members of the committee.

- e. The committee will issue a report and an overall vote on the thesis, in accordance with the home voting rules.
- f. The thesis discussion will be recognized by all universities where the student has carried out scientific activity and international research internship.
- g. The thesis can be discussed by videoconferencing.
- h. For the purposes of publicity, the thesis must be filed at the Universities where the student has carried out scientific activity and research internship, according to their respective regulations.
- i. Once the thesis is discussed, each University where the student has carried out scientific activity and international research internship will issue the PhD degree in accordance with its own legal system.

#### **ARTICLE 6: RELATIONSHIP BETWEEN UNIVERSITIES**

- a. There is no working or economic relationship between universities, since this Agreement concerns only academic-scientific relations.
- b. The Universities undertake to provide the students of the Bibliography Course and materials related to the academic programs of the partner Universities, as well as undertake to promote and support this program to undergraduate and graduate students.
- c. The Partner Universities undertake to stimulate academic production through scientific articles and books, during the period in which the student is linked to one of the Universities signatory to this Agreement.

#### **ARTICLE 7: TIME LIMITS**

- a. During the period of stay in the other Universities, PhD students must also maintain their doctoral status at the University of origin.
- b. International doctoral students of a University must have the same status as international doctoral students of other Universities, being subject to the same rules, regulations, rights and duties during their international research placements.
- c. Doctoral students will be able to take advantage of all the facilities on the campuses of the partner universities, under the same conditions and privileges granted to other students. These privileges do not extend to spouses and/or other persons other than the students participating in the Course.
- d. The Partner Universities are responsible for informing the students of the PhD Course about the activities that can be attended in other Universities.
- e. Upon termination of this Agreement, students who have already been admitted to the Course shall have the right to complete their studies.





#### ARTICLE 8: PAYMENTS

- a. Students are required to pay monthly payments and fees at their home institutions, where required by the law of the partner universities.
- b. Under this Agreement, Universities are not obliged to make any kind of payment between themselves.
- c. The economic and financial conditions will be applied exclusively to students, without prejudice to the possibility for them to benefit from scholarships and/or funding programs made available by their home Universities.
- d. Universities will determine the fees and dues for the Ph.D. students under separate agreements.
- e. It is each University's discretion to choose a scholarship opportunity per year through the selection process for admission to the Doctoral Course and shall be determined under a separate agreement.

#### ARTICLE 9: HOUSING

The Universities, within the limits of their resources and policies, will assist the students of the Course in finding suitable accommodation, both inside and outside the campus.

#### ARTICLE 10: PRIVACY

- a. The representative of each University is required to provide the other Universities with the confidential information necessary for the execution of this Agreement and the admission of students to the Course.
- b. All information used within the Universities may only be shared with the administration, if necessary to comply with the terms of this Agreement.
- c. The Parties undertake to protect personal data that may be collected and processed to implement this Agreement, in accordance with the laws and other regulations applicable in the countries of the Universities signatory to this Agreement.
- d. The thesis as well as the publication, enhancement and protection of the results of the student's research in the institutions involved will be subject to current legislation and guaranteed according to the specific procedures of each country involved. Where necessary, provisions relating to the protection of intellectual property rights may be subject to specific rules.

#### ARTICLE 11: REPRESENTATIVES

Each University shall appoint a person responsible for the implementation of this Agreement and shall communicate to the other Universities the name, position and e-mail within 15 days of its signature.



## ARTICLE 12: MOBILITY OF TEACHERS

a. Under this Agreement, universities shall also promote the international mobility of teachers, researchers and doctoral students for the development of English-language teaching activities, events, research, publication and other joint scientific activities, as follows:

1. Each institution may send two lecturers/researchers annually to the other partner universities as Visiting Professors to develop the activities listed above.

2. Each institution may welcome annually at least two professors from the participating universities, as Visiting Professors.

3. Realization by the teacher in international mobility of at least 18 hours of teaching activities in English, in subjects or seminars at the host institution.

4. Realization by the teacher in mobility, research and joint publication with teachers/ researchers of the host University, as a result of the exchange of teachers carried out.

5. Realization of a joint event in hybrid or online form, during or after the didactic mobility, with the presence of teachers of the partner Universities and with access to the students of the aforementioned institutions.

b. The teaching exchange period will be a minimum of 7 days to a maximum of 3 months.

c. The costs related to the sending of teachers/researchers and the hospitality of the same will be borne by the respective Universities, unless otherwise agreed between the parties.

d. Selection criteria:

1. The criteria for the selection of teachers will be established by each Dean/Director of the University of origin of the teacher, taking into account the profile, title, research line and knowledge of the English language of each teacher.

2. The permanence of teachers at the partner University, for the purposes of this Agreement, will be negotiated between the Parties, without prejudice to the obligations laid down by their respective legal systems.

## ARTICLE 13: DURATION

a. This Agreement shall enter into force on the date of its signature by all Parties and shall remain in force until 2033.

b. This Agreement may be terminated by written notice of one of the Parties up to 90 (ninety) days before the time limit indicated above.

c. The amendment of the content of the Agreement will require the unanimous agreement of the parties and will be included in an addendum signed by the institutions involved.

## ARTICLE 14: DISPUTES AND INTERPRETATIONS





Widener University  
School of Law

- a. This Agreement is drawn up in Italian, Portuguese and English
- b. Any dispute concerning the interpretation of this Agreement shall be settled amicably between the parties through a Responsible Committee composed of a representative of each party. This committee will monitor, monitor and monitor the implementation of the Agreement and the commitments made by the signatories.
- c. This Agreement has been drafted in accordance with the laws of the countries of the Partner Universities and will be interpreted according to the local laws of each University, in case of conflict
- d. This Agreement is signed in 4 (four) original copies in English, 4 (four) original copies of the same content in Portuguese, 4 (four) original copies of the same content in Italian, all having the same legal force and authenticity.

Itajai-Arcavacata- Wilmington \_\_\_\_\_ 2023

Per l'Università della Calabria  
Rettore pro tempore Nicola Leone

Signature: \_\_\_\_\_  
Date: 10/10/2023

Per l'Universidade do Vale do Itajai  
Prof. Dr. Valdir Cechinel Filho  
Reitor da UNIVALI

Signature: \_\_\_\_\_  
Date: October 11/2023

Delaware La: School  
Todd J. Clark  
Rettore

Firma: \_\_\_\_\_  
Data: 5/31/2024  
Wilmington

Firma: \_\_\_\_\_  
Data: 4/10/2024