



CULTURAL AND SCIENTIFIC COOPERATION AGREEMENT BETWEEN THE FACULTY/ DEPARTMENT OF STUDI GIURIDICI ED ECONOMICI AND FACULTY/DEPARTMENT OF SCIENZE GIURIDICHE OF SAPIENZA UNIVERSITY OF ROME (ITALY) AND THE UNIVERSITY OF VALE DO ITAJAÍ (UNIVALI)

The Department of *Studi Giuridici ed Economici* of Sapienza University of Rome represented by its Director Prof. Filippo Reganati, the Department of *Scienze Giuridiche* of Sapienza University of Rome represented by its Director Prof. Mirzia Bianca and the University of Vale do Itajaí represented by its President/Director Prof. Valdir Cechinel Filho, considering the development of cultural and scientific cooperation to be of mutual advantage to both Universities, and desiring to reinforce such cooperation, and aiming to promote mobility and academic exchange between the students and teachers of the Doctoral Program in *Diritto Pubblico* at Sapienza and the Postgraduate Law Programs (*stricto sensu*) at the University of Vale do Itajaí, hereby agree on the following points:

Art. 1: Scientific and educational cooperation shall be undertaken in the field(s) of:

- a) Exchange of research, teaching and administrative staff;
- b) Exchange of students of all levels;
- c) Joint research activities;
- d) Participation in seminars and academic meetings;
- e) Special short-term academic programs;
- f) Professional Development Programs;
- g) Other areas in which concrete mutual interest in cooperation is established or will develop.

Such cooperation shall be carried out on the basis of equal and mutual advantage, reserving the opportunity to define, through mutual consent, further fields of activity. Furthermore, this consent will take into consideration the budget available at that moment in time and the experience acquired by the interested scholars from both Universities.

Art. 2: In order to achieve the objectives set out in the first article, scientific and educational cooperation may be implemented in the following ways:

- a) exchange of visits by scholars and doctoral candidates;
- b) participation in research programmes;
- c) organization of scientific meetings, seminars and courses on subject(s) laid down in the agreement;
- d) exchange of scientific information and scientific papers.

Art. 3: To realize the afore-mentioned points, it is possible to promote a reciprocal exchange of scientific staff between both Universities, in accordance with the available budget. The contracting parties undertake to cover the cost of round trips undertaken by their own scholars (visiting professors) and doctoral candidates. Residence costs shall be



covered by the host Party, in accordance with applicable norms and regulations in force in both the University and in the host country. The exchange of scholars and doctoral students, within the conditions stated above, shall, in all circumstances, be based on a condition of reciprocity.

- Art. 4:** Two months before the presumed starting date of planned activities, the respective scientific scholars involved in the project in both Universities shall make contact, exchanging all the necessary information about procedures, times and everything required for the effective execution of the programme. The respective scientific scholars responsible for the project are Prof. Francesco Bilancia for *Department of Studi Giuridici ed Economici*, prof. Antonio Saccoccio for the *Department of Scienze Giuridiche* of Sapienza University of Rome and Prof. Rafael Padilha dos Santos for the University of Vale do Itajaí.
- Art. 5:** Scholars and doctoral students sent by one University to the other must have both medical and accident insurance. These may be provided, either by their home institution according to its own regulations, or it may be directly set up by the interested person, through the stipulation of a policy with an insurance agency guaranteeing the above-mentioned risks.
- Art. 6:** Each University shall ensure, in compliance with its respective laws and regulations, any kind of assistance and facilitations for scholars and students temporarily residing on its territory, allowing them to perform the assigned tasks under the provisions of this agreement.
- Art. 7:** This Agreement is subject to the approval of the competent authorities, according to the national laws of each University, and will come into force when the signatures by both parties are affixed.
- Art. 8:** This agreement shall remain in force for 5 years and may be terminated by either Party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.
- Art. 9:** Parties may apply for renewal of the Agreement for a further period of equivalent duration. If not renewed, the Agreement expired ceases its effects, without prejudice to the continuation of any ongoing activities.
- Art. 10:** An arbitrators' council, made up of a member chosen by each contracting Party and a jointly chosen one, shall resolve any eventual controversy concerning the interpretation and application of this Agreement.

Article 11: The parties agree to treat the personal data exchanged under this agreement exclusively for purposes strictly related to its execution, in accordance with the provisions of Regulation (EU) 2016/679 (GDPR) and applicable national data protection laws. Each party shall be considered an independent data controller for the personal data it collects and processes during the management of its activities, also ensuring that data subjects can exercise their rights under the GDPR (access, rectification, deletion, limitation, portability, opposition) regarding personal data processed under this contract. The parties agree to implement appropriate technical and organizational measures to ensure a level of security for personal data in accordance with Article 32 of the GDPR, to prevent unauthorized access, destruction, loss, alteration, or improper disclosure, and to ensure that individuals authorized to process personal data under this contract are bound by a legal confidentiality obligation. In case of a personal data breach related to this contract, the responsible party shall notify the other party without undue delay and, if necessary, collaborate to fulfill the notification obligations set out in Articles 33 and 34 of the GDPR. Upon termination of this agreement, each party agrees to return or permanently delete the personal data received from the other party, unless legal obligations to retain such data are imposed.

Drawn up in Rome (Italy) in three original copies in English language, having the same legal validity.

Rome, June 25, 2025.

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