AGREEMENT FOR DUAL- DOCTORAL DEGREE PROGRAM

**BETWEEN**

THE UNIVERSITY OF CAMPINAS (UNICAMP), located at Cidade Universitária Zeferino Vaz, Barão Geraldo, CEP 13083-970, Campinas, São Paulo, Brazil, represented by its Vice-Chancellor for Graduate Studies, …………………., and the Graduate Program of the (Faculty/Institute) at UNICAMP, represented by its Coordinator, …………………………………..

and

THE INSTITUTE/FACULTY ……………………, located at …………………………………., represented by its Chancellor/Director, Prof. ……………….., and the Program ……………………………………………………..., represented by its Coordinator, …...…………………………………….……………

hereinafter also individually referred to as Party and collectively as Parties.

Whereas the Parties recognize the importance of: the establishment of opportunities for study and research abroad for their doctoral students to promote the development of intercultural competence; to give students the experience of working in multinational research teams; and propose valuable exposure to multiple disciplinary perspectives and research;

Whereas the parties wish to set out the procedures and rules that will govern Dual-Doctoral Degree Programs and the rights and obligations of each party with respect to the conduct of these Dual-Doctoral Degree Programs;

The Parties accept by mutual agreement the following provisions defined in the context of the establishment of a procedure for joint supervision of doctoral theses by the two higher education institutions.

**FIRST CLAUSE – OBJECT**

Enabling Students to pursue coordinated doctoral studies at both Universities and, if successful in your thesis defense, be awarded a doctoral degree at each University.

**SECOND CLAUSE - ADMISSION**

**2.1.** Each University shall decide which graduate programs at its own institution may take part in the Dual-Doctoral Degree Program (“Program”).

**2.2.** Students who wish to be considered for a specific Program must be admitted to the doctoral program at each University in accordance with each University’s internal admission regulations.

**2.3.** Students accepted into a Program must comply with the policies, rules and regulations (“rules”) applicable to the doctoral programs at both Universities unless one or both Universities agrees to waive or modify their rules in the case of a particular Program.

**2.4.** The requirements for applications, admission and thesis defense within the context of the procedure for joint supervision shall be governed by the …………… (legislation of the foreign country) for students applying to …………. and by Ruling CONSU-A-10, dated August 11, 2015 (Unicamp - BRAZIL), for students applying to UNICAMP.

**2.5.** With the consent of the Student, each University shall provide to the other University such documentation as the other University may require verifying the admission of the Student to its doctoral program.

* 1. Both Universities agree to provide a safe learning environment for the Students during the Program and provide the Students with necessary resources, such as laboratory space, comparable to the resources provided to students in regular doctoral programs at their respective institutions.

**2.7.** The details of a Program for a specific Student, including start and completion dates, details of the qualifying/comprehensive examination, the rules and procedures that will be followed for the thesis defense, the location of the thesis defense, the names of the supervisors, financial obligations and commitments, course and language requirements and the title to be awarded the Student by the Parties, must be agreed to in writing by the Parties before a Student is accepted into the Program.

**2.8.** The ***Dual Degree Program Form (“DDP Form”),*** ***Appendix 1*** to this Agreement, must be filled for each Student and submitted to each University. If approved it must be signed by the applicable authorities at each University as well as the designated supervisors and the Student. Any changes to the details of the Program as set out in the ***DDP Form*** must be approved in writing by both Universities.

**THIRD CLAUSE - FEES AND FINANCIAL INFORMATION**

**3.1.** This Agreement will not lead to the parties, any obligation on the financing of the student.

**3.2.** The academic fees, if any, will not be of Unicamp responsibility. The expenses related to travel, accommodation and other shall be borne by the student.

**3.3.** Students should inform in the ***DDP Form*** if they are recipients of some kind of scholarship, financing or will be responsible for their own costs.

**FOURTH CLAUSE - INSURANCE**

During periods of stay in a foreign university, the student must hire a personal insurance that provides mandatorily repatriation. Neither University is responsible for providing medical, hospital, or personal property insurance for Students.

**FIFTH CLAUSE - STARTING DATE AND DURATION**

**5.1.** The specific start and finish date of a Program of each Student should be established in the ***DDP Form***.

**5.2.** The duration of the doctoral thesis of the preparation will be divided between the two establishments by alternating periods. The student will perform research and study activities at both universities according to the schedule agreed by both universities. The length of time that the student should be in every university can vary depending on the provisions of the Agreement. The total period of stay in one of the two countries should not be less than 6 (six) months. The schedule agreed will be set out in the ***DDP Form*** but may be altered during the Program with the approval of the Student’s Supervisors.

**5.3.** Leaves of absence must be approved by the relevant authorities at both Universities

**SIXTH CLAUSE** – **SUPERVISION OF THE THESIS**

**6.1.** Each University shall appoint a Professor as Thesis Supervisor. The advisor’s duties as defined in ………… (legislation of the foreign country) and resolution CONSU-A-10, dated August 11, 2015 (Unicamp – Brazil), shall be carried out jointly by both thesis advisors.

**6.2**. The two Supervisors shall jointly exercise the position of scientific guide of the Student and are responsible for the Student’s doctorate education and research training. Each Supervisor is responsible for providing advice and assistance to the Student while the Student is at his or her University.

**6.3.** Each Supervisor shall ensure that the other Supervisor is informed of the Student’s progress and notified if problems arise relating to the Student’s progress in the Program.

**6.4.** Each Supervisor is responsible for ensuring that the other Supervisor is aware of all research activities in which the Student is involved during the Program.

**SEVENTH CLAUSE - THESIS DEFENCE**

**7.1.** After successfully completing the doctoral program requirements at both Universities, including required courses (if any) and the qualifying/comprehensive examination, the Student shall make the defense of his/her thesis. If a Student fails to meet either the doctoral degree program requirements or other rules and regulations of one University and is required to withdraw from that University’s doctoral degree program, the Program will automatically terminate. The University that has withdrawn the Student must notify the other University immediately.

**7.2.** The doctoral thesis will have a single defense recognized by both establishments, which undertake to award the degree specified in the ***DDP Form*** if the student is successful in his/her thesis defense,. Each institution is committed to issue a diploma clearly indicating that the doctoral degree was awarded within a joint supervision agreement between the two universities. To acknowledge the contributions to the supervision of the doctoral research, the thesis must also make mention of the Cotutela Agreement signed between the two universities.

**7.3.** The location of the defense and the language that it is written and defended will be set out in the ***DDP Form***.

**7.4.** A jointly supervised thesis written in the official language of the country where it is to be defended and it shall be complemented by an abstract in the official language of the other university and an abstract in English.

**7.5.** The thesis defended in one of the official languages of the two countries shall be complemented by an oral summary in the other language.

**7.6.** The Examining Committee, designated by partner institutions for the thesis of defense, will be composed of at least five titular members, of which two guiding thesis will be. The examiners must be approved by the competent authorities in each university.

**7.7.** The protection of the subject matter of the doctoral thesis and the publication of the thesis, as well as the protection and use of the research results common to both institutions at which the doctoral students are studying, must be guaranteed in accordance with specific legislation in each country.

**EIGHTH CLAUSE** - **INTELLECTUAL PROPERTY**

**8.1.** Intellectual property rights resulting from work carried out under this Agreement shall be subject to the legal provisions in force in the countries of the participating institutions.

**8.2.** In the case of the creation of inventions, improvements and innovations by means of the activities protected by this Agreement, in accordance with Brazilian legislation on international covenants of which Brazil is a signatory, it is considered that:

**8.2.1.** The intellectual property rights over any creation developed under this agreement will belong to Unicamp and (Name of the foreign institution), in equal parts.

**8.2.2.** The parties agree to reciprocal communications, in the event of reaching results susceptible to privilege or patent acquisition, maintaining the secrecy required in order to protect this result.

**8.2.3.** The parties agree to grant power of attorney for the registration of intellectual property rights arising out of this agreement, whenever necessary and requested by the party responsible for requiring protection.

**8.2.4.** In case the Parties are interested in obtaining protection of rights mentioned in clause 8.2.1, their management and costs will be regulated in an addendum to this agreement, in accordance with the current legislation.

**8.2.5.** In case the Parties are interested in the use and licensing of the rights mentioned in clause 8.2.1, their costs, management licensing, assignment, transference or free use will be regulated in an addendum term, in accordance with the current legislation.

**NINTH CLAUSE – CONFIDENTIALITY**

**9.1.** Each University agrees to protect the confidentiality of any information disclosed to it by the other University, which the other University has identified as confidential, and it shall use such information only for the purposes for which it was disclosed. Each University shall ensure that its faculty, staff and students are aware of what information is subject to this confidentiality requirement.

**9.2.** The Universities agree to share academic and other information about Students enrolled in the Program to the extent needed for the conduct of the Program. Each University shall keep confidential all Student information provided to it by the other University and shall use the information solely for the purposes of the Program. Such information shall not be disclosed to third parties without the consent of the University that provided the information.

**TENTH CLAUSE - LIABILITY**

The signatory Parties do not assume the liability for damages and losses incurred as a result of unforeseeable circumstances or of force majeure.

**ELEVENTH CLAUSE – DISPUTES**

To resolve any questions that might arise in the implementation and interpretation of this Agreement, the Parties shall endeavor to find a consensual solution. Upon the impossibility of consensus, the Parties shall designate, by mutual agreement, a third party (an individual) to act as a mediator.

**TWELFTH CLAUSE** - **DURATION OF AGREEMENT**

This agreement for the joint supervision of doctoral theses shall be valid for a period of five years and shall be automatically renewed unless either university gives three months prior notice of its wish to terminate it. Notwithstanding such termination, the establishment giving such notice shall guarantee course continuity for existing jointly supervised doctoral students. The arrangements and requirements for applications for enrollment shall be defined in an amendment to this agreement.

For being fair and agreed, the parties sign the present term in the Portuguese language and in the (language of the foreign institution), of equal content and for a single effect.

Campinas, …… de ………..de 2.016. Date /Local

Vice-Chancellor for Graduate Studies Rector/President/Dean

UNICAMP (foreign institution)

**APPENDIX 1 TO THE AGREEMENT FOR DUAL DOCTORAL DEGREE PROGRAM BETWEEN UNIVERSITY OF CAMPINAS AND THE (NAME OF THE FOREIGN INSTITUTION)**

|  |  |  |  |
| --- | --- | --- | --- |
| |  | | --- | | Student Name | |  | |
| |  | | --- | | Country of Citizenship/ Nationality | |  | |
| |  | | --- | | E-Mail Address | |  | |
| |  | | --- | | Educational Qualifications | |  | |  | |
|  |  | |
| |  | | --- | | Date Registered at UNICAMP | |  | |
| |  | | --- | | Date Registered at |   (Name of Foreign University) |  | |
| |  | | --- | | Start Date of the Dual Doctoral Degree Program | |  | |
| |  | | --- | | Expected Completion Date |   (Note: can’t be later than the date of complection academic program of the student) |  | |
| |  | | --- | | Dates of Study at Each Institution. | | UNICAMP | (Name of Foreign University) |
|  |  |
|  |  | |
| |  | | --- | | Supervisor details | | UNICAMP | (Name of Foreign University) |
| |  | | --- | | Supervisor Name | |  |  |
| |  | | --- | | Affiliation | |  |  |
| Area of Research |  |  |
| Supervisor E-Mail |  |  |
|  | | |
| Financial Commitments | | |
| Scholarship/Stipend (if any) | UNICAMP | (Name of Foreign University) |
| If the student is not in receipt of scholarship or financial assistance, inform and will be maintained in the foreign country. | | |
| **DETALHES DO PROJETO** | | |
| Proposed Thesis Title | | |
| Academic Requirements | UNICAMP | (Name of Foreign University) |
|  |  |  |
| Location of Thesis Defence | The thesis shall be defended at the .............................................. | |
| Language that the thesis will be written | The thesis shall be written in..................., and the abstract shall be in ……………….. and other in ENGLISH | |
| Language of oral thesis defence | The thesis shall be defended in.................., with an oral summary in............... | |
| Title to be awarded the Student after thesis defence, with exit | UNICAMP | (Name of Foreign University) |
|  |  |  |

|  |  |
| --- | --- |
| Date /Local:    Vice-Chancellor for Graduate Studies  UNICAMP | Date /Local:  Rector/President/Dean  (Name of Foreign University) |
| Supervisor, University of Campinas | Supervisor, (Name of Foreign University) |
| Doctoral Student | |
|  | |