

AGREEMENT BETWEEN THE UNIVERSITY OF ROME “TOR VERGATA” AND THE
UNIVERSITY OF SÃO PAULO, BRAZIL, FOR A DOUBLE DOCTORAL DEGREE

The University of Rome “Tor Vergata”, Via Cracovia, 50, Rome, Italy, represented by the Rector
Prof. Nathan Levialdi Ghiron.

AND

The University of São Paulo, Brazil, represented by its Rector, Carlos Gilberto Carlotti Junior, and
the School of Nursing (EEUSP) represented by its Director Vilanice Alves de Araújo Püschel with
the intent to contribute to the establishment and/or development of scientific collaboration between
Italian research teams and Brazilian research teams through co-guiding PhD students of the
respective institutions, aiming to prepare their thesis for PhD and double degrees.

AGREE TO THE FOLLOWING

Part I – Administrative requirements

Art. 1 – The University of Rome “Tor Vergata” and the University of São Paulo hereinafter
“Universities”, agree, in accordance with the laws and the rules in force in their respective
countries, to organize jointly the PhD in “Scienze Infermieristiche e Sanità Pubblica” (Nursing
Sciences and Public Health) for the University of Rome Tor Vergata and the Doctor in Science for
University of São Paulo, hereinafter "Double Degree" for the PhD students who are interested of
both Universities.

Art. 2 - The two Universities decide independently of each other which criteria to use for the admission of PhD students to the Double Degree. The Universities agree that for achieving the Double Degree, the PhD students must have two tutors, one for each University.

Art. 3 - Students of PhD course of the two signatory institutions can request co-guidance for the preparation of thesis for PhD programs aiming for double degrees, provided they are regularly enrolled in one of these institutions.

Art. 4 - The student will be designated by their institution of origin through the Term of Commitment, which must specify the name of the student, the title of the project that will be carried out, work plan, the planned title of the thesis, names of the advisors in both institutions and the name of the Post-Graduate Program and respective Concentration Area, if relevant. The Term of Commitment must be assessed by the competent Post-Graduate bodies of the institutions involved in this Agreement.

Part II – Coordination of the agreement

Art. 5 - In order to constitute the technical and administrative coordination of this Agreement, the EEUSP designates the Professor Lilia de Souza Nogueira, and The University of Rome “Tor Vergata” designates the Professor Ercole Vellone.

Art. 6 - It is the responsibility of said Coordination to find the solutions and the routing of academic and administrative issues that appear during the validity of the present Agreement, as well as the supervision of the activities

Part III– Didactic rules

Art. 7 – The PhD students admitted to the Double Degree will prepare their thesis under the joint supervision of the tutors of both Universities. The tutors will agree to fulfil all duties in keeping with the policies of the respective University. For each PhD student, the duration of his/her PhD program is subject to the regulations of the University where the student is enrolled. The preparation time of the thesis must be shared between the two institutions involved in the co-guidance, by alternating periods in each of the two countries. The total period of stay in one of the two countries shall not be less than 6 months.

Art. 8 – At the end of the student's stay, the receiving institution shall send to the appropriate body of the institution of origin the official document specifying the activities developed by the student.

Art. 9 – The PhD students admitted to the Double Degree can attend the educational and scientific activities of both Universities at no additional cost. The cost of travel, board, health insurance and lodging incurred by the PhD students in mobility periods does not fall within the terms of this agreement unless otherwise specified in the regulations of each University.

Art. 10 – In a perspective of internationality, and within the limits of the resources available of both Universities, the two Universities agree to provide the educational and scientific activities also to PhD students who do not apply for the Double Degree. The student accepted by the receiving institution should have the same rights as regular students.

Art. 11 – The thesis will have one defense recognized by both accredited institutions. Students that have EEUSP as their home institution will have to defend their thesis in this University. The same applies to University of Rome “Tor Vergata”.

Art. 12 – For both Universities, the doctoral thesis will be written and examined and/or publicly defended only in English and complemented by the presentation of an oral summary in the other language (Portuguese or Italian).

Art. 13 – The judging committee of the defense of the thesis will be designated by mutual agreement between both accredited institutions and shall consist of members of the two countries. If the defense takes place in USP the judging committee will be composed of three (3) members, including at least one faculty member from the University of Rome “Tor Vergata” and one faculty member external to both institutions. In the defense takes place at the University of Rome “Tor Vergata” the judging committee will be composed of three (3) members, including at least one faculty member from EEUSP and one faculty member external to both institutions. The supervisor from EEUSP and the University of Rome “Tor Vergata” are exclusively president, without voting rights.

Part IV – Conclusion

Art. 14 – During mobility periods, the PhD students will have to respect the rules, policies, directives and norms of the University which they are visiting. Students will also have to comply with the laws, regulations and requirements (including requirements for insurance, migration and studying) in the country which they are visiting.

Art. 15 – The Universities will be in contact with each other through the student’s thesis tutors, regarding documents required for the joint preparation of the PhD thesis.

Art. 16 – The methods of presentation, storage and reproduction of the thesis will be ruled according to each country regulations. The results of the student’s thesis, as well as the publication, utilization and protection of the student’s results, as published in his/her thesis will be protected under current regulations according to the laws of each country involved in this agreement. Each University acknowledges that the other must comply with country legislative requirements and Laws relating to personal data of individuals.

Part V - Intellectual property

Art. 17 - If requested, the agreements regarding the protection of intellectual property rights can be subject to specific protocols or documents.

Art. 18 - 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.

Art. 19 - The intellectual property rights over any creation developed under this agreement will belong to USP and the University of Rome “Tor Vergata”, in equal parts.

Art. 20 - 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.

Art. 21 - 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.

Art. 22 - The present agreement between the two Universities will go into effect when the representative of each University signs this document and will be valid for 5 years from the date in which it is signed by representatives of both parties, unless prior rescission is agreed in writing, by both Universities. It is required of the University that proposes the rescission to notify its decision in writing to the other University including the proposed date of the intended rescission, and thereafter the other University, acting reasonably and with consideration of the PhD students will confirm whether it accepts the rescission. Either University reserves the right to suspend or terminate this Agreement upon ninety (90) days' written notice to the other University. In this case, any student already approved to participate in the programme by both Universities shall be allowed to complete their programme under the conditions of this Agreement. Unless in extraordinary circumstances, each University will not be entitled to any form of compensation at the expiration or termination of this Agreement.

Art. 23 – The delegated representative of each University shall use their best endeavours to negotiate and resolve any disputes arising out of this Agreement. This Agreement shall be governed

by Italian and/or Brazilian laws, depending on the location of the University where the Student is conducting their studies when the dispute arose, or as reasonably required by a party or parties in accordance with University's policies. Any dispute which may not be settled amicably may be submitted to mediation as agreed and/or to the competent courts of Italy (located at Rome) or Brazil. Any mediation shall be conducted in the English language.

Part VI - Resolving controversies

Art. 24 - To resolve any questions that may be raised 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.

UNIVERSITY OF ROME "TOR VERGATA" _____ Prof. Nathal Levialdi Ghiron The Rector Date of Signature: __/__/____	UNIVERSIDADE DE SÃO PAULO _____ Prof. Doutor Carlos Gilberto Carlotti Júnior The Rector Date of Signature: __/__/____
UNIVERSITY OF ROME "TOR VERGATA" _____ Prof. Ercole Vellone Coordinator of the agreement University of Rome "Tor Vergata" Date of Signature: __/__/____	UNIVERSIDADE DE SÃO PAULO _____ Prof.^a Dra. Vilanice Alves de Araújo Püschel The Director of EEUSP Date of Signature: __/__/____

	UNIVERSIDADE DE SÃO PAULO _____ Prof.^a Dra. Lilia de Souza Nogueira Coordinator of the agreement EEUSP Date of Signature: ____/____/____
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