

AGREEMENT FOR JOINT DEGREE DOCTORAL PROGRAM

BETWEEN:

THE UNIVERSITY OF CALGARY (UCalgary) is a charitable organization continued under the *Post-Secondary Learning Act*, SA 2003, c. P-19.5, e registrada sob o nome "The Governors of the University of Calgary" No. 108102864 RR0001, 2500 University Drive NW, Calgary, Alberta, Canada, T2N 1N4

-and-

THE FEDERAL UNIVERSITY OF SÃO CARLOS (UFSCar), a corporation with offices in 235km Washington Luís Highway, São Carlos, São Paulo, Brazil, 13565-905, continued pursuant to its Statutes, General Regulations and the education law in force

IN CONSIDERATION of the mutual covenants and promises contained in this agreement, the Parties agree as follows:

1 DEFINITIONS AND SCOPE

1.1 In this Agreement:

- 1.1.1 "Agreement" means this agreement including any appendices attached hereto.
- 1.1.2 "Collaborating Institution" means the Party which is not the Joint Degree Student's Home Institution.
- 1.1.3 "Home Institution" means the Party where the student was originally admitted to a doctoral degree program which is identified in section 1.2 below.
- 1.1.4 "Joint Degree Program" means a program of study under which students may obtain a joint doctoral degree from the Parties in the areas stated in section 1.2 below. In each instance, the degree will be granted by the Home Institution, and the Home Institution will provide formal recognition of the completion of the Joint Degree Program through a notation on the student record and/or the parchment.
- 1.1.5 "Joint Degree Students" mean those students who are participating in the Joint Degree Program.
- 1.1.6 "Party" means a party to this Agreement.

1.2 Subject to the terms of this Agreement, the Parties agree to a Joint Degree Program in the following areas:

- 1.2.1 At the UCalgary, a Joint Degree Program in Civil Engineering.
- 1.2.2 At UFSCar, a Joint Degree Program in Civil Engineering.

2 ADMINISTRATIVE COORDINATORS

2.1 Each Party shall designate an administrative coordinator ("Administrative Coordinator") who will be responsible for coordinating the specific aspects of the Joint Degree Program as well as advising and assisting students taking part in the Joint Degree Program. Both Parties should inform each other whenever there is a change in the Administrative Coordinator or contact person(s) involved in the administrative aspects of this Agreement.

2.2 The designated Administrative Coordinators for the Agreement are:

for UFSCar

Marcelo de Araújo Ferreira
Coordinator (Graduate Program in Civil Engineering)
Center for Exact Sciences and Technology
UFSCar
Rodovia Washington Luís, km 235
13565-905 São Carlos (SP), Brazil
Telephone: +55 16 3351 9671
Email: marcelof@ufscar.br

for UCalgary

Mary O'Brien
Associate Dean (Policy and Program Development)
Faculty of Graduate Studies
UCalgary
2500 University Drive NW
Calgary Alberta T2N 1N4, Canada
Telephone: +1 403.220.4933
Email: mgobrien@ucalgary.ca

2.3 All notices sent pursuant to this Agreement must be sent to the above-mentioned Administrative Coordinators. The Parties agree that either Party may change its designated Administrative Coordinator by notifying the other Party in writing of such change.

2.3.1 Any notice to be given by either Party pursuant to this Agreement shall be in writing and may be delivered by commercial courier, registered mail (unless a postal strike or other disruption is currently in place), or e-mail to the relevant Administrative Coordinator, along with return receipt, using the contact information set out above (or such other contact information as notified by a Party by written notice given in accordance with this clause).

2.3.2 If a Party receives a message that a notice sent to an e-mail address is undeliverable, or that the Administrative Coordinator is out of the office, or if the Party has any other reason to believe that the delivery of a notice was ineffective, then the Party will send the notice using a different method.

3 APPLICATION, SELECTION AND ADMISSION OF STUDENTS FOR THE JOINT DEGREE PROGRAM

3.1 Every Joint Degree Student must meet the normal admission requirements of both Parties for the relevant degree programs.

3.2 A Joint Degree Student must first be admitted into a graduate degree program at their Home Institution.

3.3 To be considered for the Joint Degree Program, a student must fill out the required application form and present it to his/her Home Institution. If the Home Institution agrees to recommend the student, the form will be forwarded to the Collaborating Institution. The application form must be submitted to the Collaborating Institution by the deadline mutually agreed upon in writing by the Administrative Coordinators.

3.4 The Collaborating Institution will determine at its sole discretion whether to admit the student into the Joint Degree Program and will inform the Home Institution of its decision.

3.5 Each Collaborating Institution will admit up to a maximum of two (2) Joint Degree Students from each Home Institution each academic year for the Joint Degree Program. The maximum number of students may be changed by mutual agreement of the Parties and shall be expressed in writing.

4 JOINT DEGREE PROGRAM REQUIREMENTS AND ADMINISTRATION

4.1 Joint Degree Students will follow a program of study and research, which shall satisfy the requirements of their Home Institution, including any requirements for the Joint Degree

Program outlined in Appendixes A and B.

- 4.2 The Parties will provide an adequate orientation as well as ongoing advice and support to the Joint Degree Students. At UCalgary, the Schulich School of Engineering will take the lead on assisting Joint Degree Students.
- 4.3 Either Party may, at its sole discretion, require a Joint Degree Student to withdraw from the Joint Degree Program. If required to withdraw from the Joint Degree Program, the student will return to his/her studies at the Home Institution and may apply to receive appropriate credit for work completed at the Collaborating Institution while in the Joint Degree Program. If a student withdraws from the Home Institution, the student is automatically withdrawn from the Joint Degree Program and the Collaborating Institution.
- 4.4 A student may withdraw, at any time, from the Joint Degree Program, and return to his/her studies at the Home Institution. The student may apply to receive appropriate credit for work completed at the Collaborating Institution while in the Joint Degree Program.
 - 4.4.1 Upon successful completion of the graduate degree requirements of the Home Institution and any additional requirements for the Joint Degree Program, the Home Institution will confer on the Joint Degree Student the graduate degree of that Institution for which the Joint Degree Student qualifies and shall inform the Collaborating Institution of this award. The designations on the Joint Degree Student's academic record will include the following:
 - 4.4.2 Where UCalgary is the Home Institution, the parchment notation will read: "Joint Degree offered in Collaboration with The Federal University of São Carlos."
 - 4.4.3 Where UFSCar is the Home Institution, the parchment will be followed by a letter or statement in writing issued and signed by the Rector of UFSCar including the notation "Joint Degree offered in Collaboration with University of Calgary."
 - 4.4.4 The Joint Degree Program will be noted on the student record.

5 FEES AND FINANCIAL MATTERS

- 5.1 Joint Degree Students must pay student tuition and fees to the Home Institution, where required.
 - 5.1.1 While at UCalgary, students from UFSCar will pay visiting student researcher fees. While at UFSCar, students from UCalgary will pay nominal administrative fees, where required. Fees are subject to change without notice.
 - 5.1.2 Joint Degree Students must maintain continuous enrolment throughout the program at their Home Institution and will be responsible for any associated costs, where existing.
 - 5.1.3 Students who wish to take additional courses at Collaborating Institution, will pay the applicable program tuition and general fees.
- 5.2 Joint Degree Students must have sufficient personal funds to cover any and all expenses not covered by either institution as detailed in this Agreement. Such expenses include, but are not limited to:
 - 5.2.1 Tuition and other fees eventually required by their Home and Collaborating

- Institution;
- 5.2.2 Cost of living (including rent, food, and health care costs);
- 5.2.3 Recreation;
- 5.2.4 Text books and school supplies;
- 5.2.5 Travel and transportation, including travel insurance;
- 5.2.6 All necessary immigration documents; and
- 5.2.7 Any other expenses not specifically noted.

5.3 Minimum funding requirements for UCalgary graduate students will apply for the duration of the program. Unless otherwise noted in the letter of admission to the Joint Degree Program, the UCalgary graduate program is responsible for meeting minimum funding for students for whom UCalgary is the Home Institution. The admission letter to the Joint Degree Program will specify the funding commitments during the period at the Collaborating Institution.

5.4 It is the responsibility of the Home Institution supervisor to ensure that an eligible Joint Degree Student holds sufficient funding to meet UCalgary minimums and make up any shortfalls.

6 HOUSING

Each Collaborating Institution shall endeavour to provide information to Joint Degree Students regarding housing options, the cost of which must be paid by the Joint Degree Student.

7 REGULATIONS GOVERNING STUDENTS

7.1 Joint Degree Students shall be bound by the rules, regulations, and codes of conduct of both the Home Institution and the Collaborating Institution.

7.2 Joint Degree Students shall be bound by the laws of the country in which they are located.

8 INTELLECTUAL PROPERTY

8.1 Without limiting the generality of section 7 (“Regulations Governing Students”), the following guidelines and policies related to intellectual property and copyright of the Parties which may be amended from time to time, shall apply to Joint Degree Students:

8.2 At UCalgary: Intellectual Property Policy as set out in <https://www.ucalgary.ca/legal-services/sites/default/files/teams/1/Policies-Intellectual-Property-Policy.pdf>;

8.3 At UFSCar: description of the law on Intellectual Property and the Intellectual Property policy available at: <https://www.inovacao.ufscar.br/pt-br/sobre-nos/legislacao>

8.4 Notwithstanding anything else in this Agreement, a Joint Degree Student shall own the copyright in his/her thesis.

9 ACCESS TO INFORMATION AND PRIVACY LEGISLATION

9.1 The Parties acknowledge that UCalgary is a public body subject to the Freedom of Information and Protection of Privacy Act (Alberta) (“FOIP”), as amended. All of the terms and conditions of this Agreement will be carried out in compliance with FOIP, and any laws regarding the confidentiality of personal or health information as may apply in the jurisdiction of UFSCar.

10 CONFIDENTIALITY

10.1 Each Party who receives any information from the other marked “Confidential” (“Confidential Information”), will take reasonable steps to protect its confidentiality, will

not disclose to any third party such Confidential Information without the prior written consent of the other Party, and will only use such Confidential Information for the purposes contemplated in this Agreement.

10.2 For the purposes of this Agreement, Confidential Information does not include information (a) that is or becomes part of the public domain through no act of the receiving Party, (b) that was in the receiving Party's possession before receipt from the disclosing Party, (c) that was rightfully received by the receiving Party from a third party without a duty of confidentiality, or (d) that is required to be disclosed under any applicable law or by order of a court.

11 GOVERNING LAW AND FORUM

This Agreement is subject to and shall be interpreted in accordance with the laws of Brazil where a dispute arises in Brazil, and the laws of the Province of Alberta, Canada where a dispute arises in Canada.

12 LIABILITY AND INDEMNIFICATION

12.1 Each Party (the "Indemnifying Party") shall defend, indemnify and save harmless the other Party from and against all claims, losses, damages, costs, expenses, actions attributable to any injury to or death of a person or damage to or loss of property arising from any act(s) and/or omission(s) of the Indemnifying Party.

12.2 Each Party shall, at its own cost, purchase and maintain an appropriate amount of insurance throughout the term of this Agreement to cover its obligations under this Agreement.

12.3 The indemnification obligations provided hereunder shall survive the expiration or termination of this Agreement, provided that claims, losses, damages, costs, expenses, actions from which such indemnification obligations arise have taken place in connection herewith.

13 SURVIVAL

Terms of this Agreement which, by their nature, require the Parties' continued performance after this Agreement's termination, will continue in effect following any such termination.

14 COUNTERPARTS

This Agreement may be executed in any number of counterparts or duplicates, each of which being an original, and such counterparts or duplicates will together constitute one and the same agreement.

15 GENERAL

15.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the Joint Degree Program and replaces all earlier agreements and discussions between the Parties.

15.2 The invalidity of any particular provision of this Agreement does not affect any other provision of it, but the Agreement is to be construed as if the invalid provision had been omitted.

15.3 Nothing in this Agreement shall make the relationship between the Parties one of partnership, joint venture or employment. Nothing in this Agreement constitutes authority for one Party to make commitments which bind the other Party or to otherwise act on behalf of such other Party.

15.4 No part of this Agreement may be assigned by either Party without the written consent of the other Party.

15.5 Neither Party will use, nor shall it permit any person employed by it to use, identifying marks of the other Party, other than with the written consent of such other Party, which may be arbitrarily withheld.

16 COMING INTO FORCE, TERMINATION, AND AMENDMENTS

16.1 This Agreement comes into effect on the date on which it has been signed by both Parties and will continue in effect for a period of five (5) years, or until terminated in accordance with this Agreement.

16.2 The Parties may mutually terminate this Agreement by written agreement. Alternatively, either Party may terminate this Agreement by giving twelve (12) months' written notice of termination to the other Party along with return receipt. Upon receipt of such notice, no additional Students will be admitted to the Joint Degree Program. Students already in the Joint Degree Program will be given reasonable time to complete their studies.

16.3 The Parties may amend or extend this Agreement by written agreement.

IN WITNESS WHEREOF the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

Signed for and on behalf of

Signed for and on behalf of

THE FEDERAL UNIVERSITY OF SÃO CARLOS

THE GOVERNORS OF THE
UNIVERSITY OF CALGARY

the 2nd day of March, 2023.

the 6 day of April, 2023.



Ana Beatriz de Oliveira, PHD
Rector

Penny Werthner, PHD
Interim Provost and Vice-President (Academic)

APPENDIX A

- 1 Application, Selection, and Admission of Students:
 - 1.1 Every Joint Degree Student must meet the admission requirements of both Parties for the relevant degree programs.
- 2 Joint Degree Program Requirements and Administration:
 - 2.1 Physical Residency Requirements:
 - 2.1.1 Joint Degree Students must spend at least one academic term at their Home Institution before attending the Collaborating Institution.
 - 2.1.2 It is expected that students will successfully complete all their required courses and if applicable their candidacy requirements at their Home Institution before visiting the Collaborating Institution, unless a different set of courses at the Collaborating Institution is approved by the Joint Degree Student's supervisory committee.
 - 2.1.3 Joint Degree Students must be registered and attend the Collaborating Institution in person as a visiting researcher for at least 6 months. This period will also be counted as time in program at their Home Institution. To meet the 6 month minimum at UCalgary, they must be registered during two academic terms. The time as a visiting student researcher at the Collaborating Institution is normally a maximum of 50% of the expected duration of the PhD at the Home Institution.
 - 2.2 Academic Program Requirements: Joint Degree Students will follow a program of study and research which shall satisfy the degree requirements of their Home Institution.
 - 2.3 Both Parties, to the extent permitted by their respective regulations and in compliance with their respective procedures, shall accredit the activities developed by Joint Degree Students at the other institution.
 - 2.4 Ethics Requirements: In accordance with UCalgary policy, every Joint Degree Student must meet follow all UCalgary policies and procedures relating to research involving either human participants or animals: <https://research.ucalgary.ca/conduct-research/ethics-compliance>.
 - 2.5 Supervision: In accordance with UCalgary policy, every Joint Degree Student in a thesis-based program must have a supervisor at the Home Institution and a co-supervisor at the Collaborating Institution while in the Joint Degree Program. Both supervisors commit to rigorously performing their duties as thesis supervisors and shall communicate with each other on a regular basis about the progress of the research and thesis work of each supervisee Joint Degree Student.
 - 2.6 Doctoral Supervisory Committee: Every Joint Degree Student must have a supervisory committee comprised of at least three members, including the supervisor at the Home Institution and the co-supervisor at the Collaborating Institution. The committee will be composed by the Home Institution supervisor.
 - 2.7 Required Examinations:
 - 2.7.1 Doctoral Joint Degree Students whose Home Institution is UCalgary must pass a doctoral candidacy examination before they can proceed to final thesis defense. The structure of the candidacy examination will be in

accordance with UCalgary policies. Joint Degree Students whose Home Institution is UFSCar must pass the Qualification Exam, *i.e.*, an examination taken before the final thesis defense (but no longer than 20 months after their initial enrolment in the relevant degree program) consisting of an oral presentation on their own research project and structure of their own thesis work, as well as eventual results and conclusions then obtained, where the case.

- 2.7.2 Every Joint Degree Student must successfully prepare and defend a thesis at their Home Institution before an examining committee that is set up in accordance with the relevant policies of the Home Institution, unless otherwise stated in this Agreement.



APPENDIX B

MODEL OF TERM OF COMMITMENT/AGREEMENT FOR THE PARTICIPATION OF A SPECIFIC JOINT DEGREE STUDENT IN THE JOINT DEGREE DOCTORAL PROGRAM IN CIVIL ENGINEERING UNDER THE AGREEMENT¹

Joint Degree Student's name	
Home Institution	
Collaborating Institution	
Theme of the program of research or, where possible, (provisional) title of his/her thesis	
Home Institution supervisor	
Collaborating Institution co-supervisor	
Periods and work already completed/to be completed at Home Institution	<p>From .../.../... to .../.../...</p> <p>Work already completed:</p> <ul style="list-style-type: none"> • Activity #1. • Activity #2. • Activity #3. • Activity #... <p>From .../.../... to .../.../...</p> <p>Work to be completed:</p> <ul style="list-style-type: none"> • Activity #1. • Activity #2. • Activity #3. • Preparation of thesis; • Defense of thesis.
Period(s) and work completed/to be completed at Collaborating Institution	<p>From .../.../... to .../.../...</p> <p>Work completed/to be completed:</p> <ul style="list-style-type: none"> • Activity #1. • Activity #2. • Activity #3. • Activity #...
Language of preparation of his/her thesis	
Language of defense of his/her thesis	

The authorized representatives of the Parties have executed this agreement on the dates indicated below.

¹ The terms and conditions of the Agreement shall apply to the participation of the specific Joint Degree Student in the Joint Degree Doctoral Program in Civil Engineering thereunder.

Signed for and on behalf of
THE FEDERAL UNIVERSITY OF SÃO CARLOS
the ___ day of _____, 202__.

Signed for and on behalf of
THE UNIVERSITY OF CALGARY
the ___ day of _____, 202__.

Ana Beatriz de Oliveira, PHD
Rector

[Name]
[Position]

[Name], PHD
Coordinator (Graduate Program on Civil Engineering)

[Name], PHD
Supervisor (Home Institution)

[Name], PHD
Co-supervisor (Collaborating Institution)

the ___ day of _____, 202__.

[Name]
Joint Degree Student