



STANDARD AGREEMENT
between
the University of Campania Luigi
Vanvitelli
and
the Federal University of São Carlos



The University of Campania Luigi Vanvitelli, having its legal residence in *Viale Lincoln 5, Caserta – Italy*, represented by Prof. GIOVANNI FRANCESCO NICOLETTI, Rector of the University
and
the Federal University of São Carlos, having its legal residence in *Rodovia Washington Luís km 235, São Carlos, State of São Paulo – Brazil*, represented by Prof. ANA BEATRIZ DE OLIVERIA, Rector of the University

Having considered that

- 1) the University of Campania Luigi Vanvitelli is a public institution, having legal status, created pursuant to the art. 33 paragraph 6 of the Italian constitution and the law 168/1989 concerning the self-government of the Universities;
- 2) the University of Campania Luigi Vanvitelli has the competence to attend to public service in the fields of the higher education and scientific research, also establishing relationships with other academic, cultural and scientific institutions, either Italians either from other countries;
- 3) the Federal University of São Carlos is a public institution, having legal status, created pursuant to art. 207 of the Brazilian constitution, the law 3835/1960, and the decrees 62758/1968 and 99740/1990, concerning the establishment of the Foundation Federal University of São Carlos;
- 4) the Federal University of São Carlos has the competence to train human resources, produce and disseminate knowledge, and promote the scientific, technological, cultural, and artistic dissemination, also promoting integration and cooperating with universities and other national and foreign scientific, cultural, and educational institutions;
- 5) both Universities, hereinafter called “the parties”, have common aims in the field of university teaching, of research, of education and cultural promotion, in general; in the fulfilment of the social responsibility of knowledge to which they contribute at the highest level;
- 6) both Universities have as common aim the promotion of international cooperation on the basis of mutual support, in order to enhance their respective curricula and syllabuses and their respective cultural, scientific and technological capacity.

Agree to
sign a Standard Agreement of cooperation based on the following clauses:

Article 1

The cooperation shall be developed within the terms of the present Agreement and following the enactment of future implementing agreements in the field of cultural, teaching, educational and research activities, signed by the Parties.

The Institutions expressly agree to extend the cooperation to all subjects and study fields of interest to either Party.

Article 2

The university cooperation shall be encouraged in the following sectors:

- a) the exchange of students;

- b) the exchange of academic staff and researchers, in compliance with the relevant laws of the two Countries and with the internal regulations of both Parties, for a limited period of time in order to implement joint projects in the field of education, in the sector of scientific and technological research and/or to take part in research projects already in progress at either University;
- c) the establishment of permanent contacts in the field of education and research;
- d) the joint establishment, development and promotion of innovative teaching activities;
- e) the exchange of bibliographical material concerning teaching and research activities and the exchange of multimedia materials;
- f) the participation in symposiums and other academic events;
- g) the joint production of publications, academic journals and any other kind of publication of interest to both Parties;
- h) the elaboration of an appropriate system of acknowledgement of university credits;
- i) the exchange and diffusion of experiences in the field of university evaluation and assessment.

Article 3

The policy of exchange shall be based on the numerical equality of beneficiaries.

However, the involved Institutions can modify, if they consider it appropriate, this principle of numerical equality/parity.

The criteria for the admission of students shall be established by the two universities taking into account the examinations passed by each student, the aims and equivalences between the course to be homologated.

Article 4

The Institutions involved in the exchange shall supply the participants with the necessary assistance during their stay abroad, except with regard to financial assistance (*e.g.*, scholarships, living allowance), which will depend upon due budgetary provisions and availability of funds. In particular, the Institutions undertake to provide access to the academic, scientific, technological and cultural services.

The host Institution shall supply the necessary assistance for arranging accommodation, particularly providing useful information and guidance, and the establishment of direct relations with the members of the academic staff of the relevant programme.

The involved Institutions shall allow the guest beneficiaries to use the facilities and enjoy and the extra curricular activities (such as sport, music and so on) of the host Party, under the same terms and conditions as the internal members.

The host Institution shall ensure the participants' access to archives, libraries, museums and laboratories.

In the same way, the access to computers and the possibility to make the necessary photocopies shall be facilitated in order to fulfil the aims of the academic programme or the research project within the host Institution.

The students taking part in the exchange shall have the same rights and privileges and they shall likewise observe the same rules and fulfil the same obligations as the students of the host University.

Article 5

Proposals concerning the assignment of academic staff, researchers, as well as the technical and administrative staff in the host University shall be agreed upon in writing by the two departments or institutes in advance prior to the period of stay in the host University.

Participants to the mobility provided for by the present Agreement shall be selected by the Institution of origin and every participant shall be required to draw up an insurance policy covering the illnesses, accidents, civil liability, and medical and mortal remains repatriation which might occur during the stay at the host University.

Article 6

For every programme, action or specific project indicated in article 2, specific implementing agreements shall be stipulated by the Parties, which must contain:

- 1) the description of the action, project or programme;
- 2) the names of the persons responsible for the action project or programme and of the participants of each Institution;
- 3) the duration of the action, programme or project;
- 4) the financial resources allocated to cover the costs of the action, programme or project and their allotment and division;
- 5) the activities to be carried out for the reception and participation of beneficiaries;
- 6) the procedures for the transfer of credits and study programmes which must be previously agreed upon by the academic bodies, in compliance with the laws and regulations of both the States of the Parties, in order to facilitate the mutual acknowledgement of university credits.

For the actions, programmes or projects which may yield financial benefits, the Parties shall agree on the relative legal regime, with particular reference to the rights of industrial/intellectual propriety or copyright.▶

With respect to the University of Campania Luigi Vanvitelli, the implementing agreement shall be stipulated by the Rector of the University, if the agreement involves Faculties, or by the directors of Departments or Institutes or Research Centres if the agreement involves Departments, Centres and Institutes and entails the use of funds to be drawn completely from the budget of the Departments, the Centres or the stipulating institutes. In regard to UFSCar, every implementing agreement shall be stipulated by the Rector of the University.

Article 7

Every Rector shall appoint, within three months from the coming into force of the present Agreement, a commission and/or person responsible for coordinating and monitoring all activities to be developed within the scope of the present Agreement.

Each Party shall elaborate, on a yearly basis, a programme of activities to submit to the other contracting Party.

Activities must be approved by both Rectors who will designate the person responsible for the implementation of their respective projects and they will promote forms of collaboration.

Article 8

All the information resulting from the joint activities carried as a result of the present Agreement shall be completely available to both Parties unless otherwise established in the implementing agreements for the realization and the development of the programmes to be drawn up according to the provisions of article 6.

Article 9

The signatory Parties shall do everything in their power to have the programmes financed by their respective public authorities, such as, for example, the Ministry of University and Research, the Ministry of Foreign Affairs, Institutes of scientific and technical Research, International and EC organisms, as well as public or private associations and foundations. The above mentioned list of Authorities is not to be considered exhaustive.

The Parties shall exchange information on the availability and allocation of financial resources.

Their availability shall determine the extent and features of the programme to be developed in each period.

The details for the realizations of the common programmes shall be made operative by the respective academic structures (such as Departments, Faculties and so on) even if these specific activities do not exclude other kinds of academic collaborations or cooperation.

Article 10

The present Agreement shall not limit the faculty of the Parties to conclude similar agreements with other institutions unless they entail the participation to the same research programmes. In the latter case, the Institution that wishes to join, must obtain the previous, formal approval from the other Party.

Article 11

The present Agreement shall become legally effective and enforceable as soon as it is signed by both Parties and it shall be valid for a period of five years, with the possibility of extension.

The extension shall have the duration of a year.

Either Party can withdraw from the present Agreement by means of a written notification to be sent to the counterpart at the legal domicile elected in the Agreement at least six months prior to the expiry of the Agreement and along with return receipt, or to its one year extension, without prejudice of the previous actions which will not be immediately interrupted by the Party which has not asked for the withdrawal. The scientific, didactic and research agreements signed in the fulfilment of the present Agreement shall continue until their natural expiry without possibility of renewal.

Each amendment to the present Agreement, negotiated by the two Parties, shall be expressed in writing.

Article 12

Any question concerning the fulfilment, interpretation and application of the present Agreement shall be subject to the existing laws and regulations in force in the States of both Parties, even in relation to the resolution of eventual disputes.

The present Agreement has been written in two copies in English and two copies in Portuguese, equally authentic.

University of Campania "Luigi Vanvitelli"
The Rector Prof. Giovanni Francesco Nicoletti



Done at Caserta on

28.10.2024

Federal University of São Carlos
The Rector Prof. Ana Beatriz de Oliveira

A handwritten signature in blue ink, likely belonging to Prof. Ana Beatriz de Oliveira, is positioned above a horizontal line.



Done at São Carlos on 27 SET. 2024