



# UNIVERSITY OF TWENTE.

## INTERNATIONAL ACADEMIC COOPERATION AGREEMENT FOR BI-NATIONAL SUPERVISION OF PHD STUDENTS AIMED AT OBTAINING A JOINTLY SUPERVISED DOUBLE PHD DEGREE

On the one hand, the **Federal University of São Carlos**, with registered offices on São Carlos campus, at *Rodovia Washington Luís* km 235, in São Carlos, in the state of São Paulo, 13565-905, Brazil, represented by its *Rector Magnificus*, Prof. Dr. Ana Beatriz de Oliveira, hereinafter referred to as “UFSCar”, on behalf of its Graduate Program on Computer Science, hereinafter referred to as “PPG-CC”.

On the other hand, the **University of Twente**, with registered offices at *Drienerlolaan 5*, in Enschede, in the province of Overijssel, 7522 NB, The Netherlands, represented by its *Rector Magnificus*, Prof. Dr. A. Tom Veldkamp, hereinafter referred to as “UT”, on behalf of its Faculty of Electrical Engineering, Mathematics and Computer Science, hereinafter referred to as “EEMCS”.

By this Agreement, both UFSCar and UT, also referred to “the Parties” or “the institutions”, have mutually and fairly agreed as follows, in accordance with the terms and conditions below:

### FIRST CLAUSE - OBJECT

The object of this Agreement is to promote academic cooperation by means of co-guiding PhD students of the respective institutions, aiming to prepare their PhD theses resulting in jointly awarded degrees, whose completion and defence will be carried out under the joint responsibility of the two institutions, in accordance with the provisions hereof.

### SECOND CLAUSE - GOALS AND FORM OF COOPERATION

**2.1.** Students of PhD courses of the two signatory institutions can request co-guidance for the preparation of dissertation for PhD programs aiming for jointly degrees, provided they are regularly enrolled in both institutions.

**2.2.** Each student will be designated by their institution of origin through the Term of Commitment (also called “Cotutelle Agreement”). The Term of Commitment must specify:

- The name of the student.

- The title of the project that will be carried out (preliminary dissertation title).
- The work plan, including time slots spent at either institution.
- The names of the supervisors in both institutions.
- The names of the Post-Graduate Programs and the respective Concentration Area, if relevant.

The Term of Commitment shall also include a detailed financial planning including any agreements on tuition fees for supervision while abroad as well as a Training and Supervision plan complying with the charter for PhD candidates and the doctoral regulations of both UT and UFSCar. The Term of Commitment must meet the criteria of the competent Post-Graduate bodies of both institutions involved in this Agreement.

An assessment (qualifier) in the second half of the first year of the doctorate programme is conducted to determine whether the research proposal is of a sufficient level and whether it is likely that the prospective doctoral candidate will complete his/her doctoral project within the remaining period. The organisation of the qualifier is described in article 15 of the UT Charter for Doctoral Candidates (Version 2015/02). At UFSCar a qualifying examination will be conducted according to the graduate program regulation in which the student is enrolled.

Students from UFSCar who would like to join the joint PhD program after they started their PhD need to perform the assessment (qualifier) from UT, where it is decided if the research proposal is of a sufficient level to join the joint degree programme.

**2.3.** Each student should follow a program of research and doctoral education developed jointly between the two institutions and agreed among the respective supervisors, who are committed to fully exercising the role of student supervisors.

**2.4.** A Training and Supervision Plan (T&SP) must be drawn up for each doctoral candidate. The T&SP has to be entered by the candidate and approved by the dissertation supervisors within three months after the start of the doctoral programme.

The T&SP includes, in any case:

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- a. what knowledge and skills must be acquired and how such knowledge and skills must be acquired, as specified for UT and UFSCar in the charter for doctoral candidates and doctoral education guidelines.
- b. who the (intended) dissertation supervisor of the doctoral candidate will be and who, in the case UT, will act as daily supervisor(s).
- c. the extent, in number of hours per month, of the minimum personal supervision effort by the dissertation supervisor and the appointed UT daily supervisor to which the doctoral candidate is entitled.
- d. a data management plan indicating the handling and storage of the underlying data of the research during and at the end of the PhD project.

The preparation time of the research and dissertation 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 be balanced, except for project considerations requiring a different setting, but not be less than 12 months. The individual student supervision plan shall include a meeting schedule (via videoconferencing) between the supervisors and the candidate.

**2.5.** Procedures for co-guidance of PhD students aiming for jointly awarded degrees must comply with the provisions of the Post-Graduate norms of the institution of origin of the student. For the UT, these are specified in the charter for PhD candidates and the doctoral regulations.

**2.6.** The student accepted by the receiving institution will be considered as an exchange student and will have the same rights as regular students.

**2.7.** The thesis must be written in English. The thesis will be supplemented by a summary in Dutch and Portuguese, in addition to a summary in English.

**2.8.** The thesis will have a preliminary public examination at UFSCar, after which the candidate will defend the final version of the thesis at UT in a public session. The degree award ceremony will take place at UT upon successfully passing the examination criteria. The examination at UFSCar in English will be complemented by the presentation of an oral summary in Portuguese.

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**2.9.** The Graduation Committee of the defence of the thesis will be designated by mutual agreement between both accredited institutions. The Graduation Committee will be composed as prescribed in the PhD charts of UFSCar, and in the doctoral regulations of the UT. In addition to those, each examination will be attended by the main supervisors of both institutions.

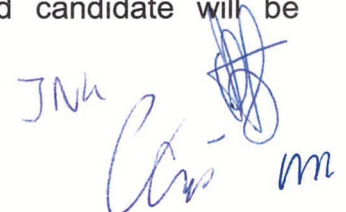
For the defence at UFSCar, the Graduation Committee will be composed of five members, where all members should at least have a PhD degree. The supervisors will be able to participate as examiners, with voting rights, but the majority of the examiners should be external to the UFSCar graduate programme and at least one member must be external to both UFSCar and UT. Assessment criteria will follow the relevant rules in force at UFSCar.

For the defence at UT, a minimum of four opponents is required, two of which must be professors at the UT, excluding the supervisors, and two must be professors coming from other institutions. The Graduation Committee will consist of a maximum of ten members. The full Graduation Committee will consist of two UT professors, one or two UFSCar professors and one or two professors external to both UFSCar and UT, in addition to the Graduation Committee chair, the secretary and the two supervisors. If the situation requires additional members, the Graduation Committee may be extended to a maximum of ten members. Assessment criteria will follow the relevant rules in force at UT. If two or more members of the Graduation Committee give a negative verdict, a decision will be made to adjourn the procedure, following consultations between the chair of the Graduation Committee and the supervisors. After a significant revision of the dissertation has been performed, the procedure for establishing the Graduation Committee may be restarted.

**2.10.** The publication, exploitation and protection of the thesis topic and the research results are ensured by the two PhD programmes involved, in accordance with the specific procedures of each country and institution and as specified in the sixth clause hereof.

**2.11.** Students will be supervised by both institutions. To ensure proper joint supervision, an annual meeting between the supervisors and candidate will be organized. Additionally, regular virtual progress meeting between the supervisors and candidate will be organized, as specified in the individual supervision plan.

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**2.12.** Upon examination either partner may unilaterally decide that the candidate does not meet the minimum requirements to award the Doctor's degree of the institution. In this case, the other institute may still award the Doctor's degree to the candidate, but the certificate then will not reflect the shared nature of the jointly supervised degree program.

### **THIRD CLAUSE - FINANCIAL SUPPORT**

**3.1.** The existence of this Agreement does not imply any commitment of financial support required on account of the accredited institutions.

**3.2.** The student involved in the exchange must pay for their travel, lodging, meals, enrolment, and academic fees, which can be funded by external institutions, by graduate and research development agencies or shall be borne by the students themselves. UFSCar does not charge tuition fees, neither does UT.

**3.3.** Health insurance featuring coverage for medical and mortal remains repatriation should be arranged by the student in the country of origin, prior to his/her arrival at the receiving institution.

**3.4.** The partners aim at hosting a minimum of 5 PhD candidates over the duration of this Agreement, provided that financial support is made available for this purpose.

### **FOURTH CLAUSE - OBLIGATIONS OF BOTH INSTITUTIONS**

**4.1.** Both institutions will aim for reciprocity in the activities contemplated by this Agreement.

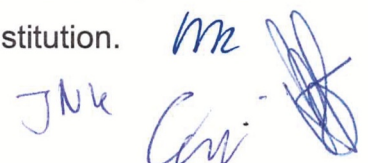
**4.2.** At the end of the student's stay, after obtaining written consent from the student involved, the receiving institution shall send to the appropriate body of the institution of origin the official document specifying the activities developed by the student and the respective evaluation, if applicable.

**4.3.** Both institutions are committed to promoting the integration of the students in the academic life of the receiving institution.

**4.4.** The receiving institution must provide conditions for research and appropriate locations for the student's work, to the best of its abilities.

**4.5.** Both institutions, in accordance with their respective regulations and procedures, shall accredit the activities developed by the student at the other institution.

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4.6. Both institutions recognise the validity of the co-guidance carried out and the thesis defended and approved, and are committed, under the terms of the current legislation, to grant the title of Doctor to the candidate upon successful completion of all requirements.

4.7. Two diplomas, one of each institution will be issued, referring to the joint nature of supervision.

## **FIFTH CLAUSE - COORDINATION OF THE AGREEMENT**

5.1. In order to constitute the technical and administrative Coordination of this Agreement, PPG-CC/UFSCar designates Prof. Dr. Wanderley Lopes de Souza, and EEMCS/UT designates Dr. Luís Ferreira Pires.

5.2. 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.

## **SIXTH CLAUSE - INTELLECTUAL PROPERTY**

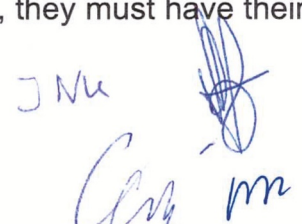
6.1. Within the scope of this Agreement intellectual property rights such as patent rights and or copyrights on knowledge developed by the PhD students or other personnel employed by a Party, hereinafter referred to as "Foreground", shall be the property of the employer of the PhD student(s) and or other personnel concerned, unless the legislation of a Party employing such PhD student(s) or other personnel allocates such Foreground to the PhD student(s) and or other personnel concerned.

In case of the participation of employed personnel or other personnel involved by one of the Parties, they must have their participation formalised through an Addendum.

6.2. Where several PhD students and/or other personnel employed by the Parties have jointly carried out work generating Foreground and where their respective share of the work cannot be ascertained, their employers shall have joint ownership of such Foreground or, depending on the legislation of a Party concerned, the Foreground shall be joint property of the PhD student(s) and or/other personnel employed by such Party and the other Party.

If there is more than one PhD student and or third parties involved, they must have their participation formalised through an Addendum.

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**6.3.** The joint ownership between the right holders concerned pursuant to the provisions of sections 6.1 and 6.2 shall be governed by the following terms, unless otherwise agreed:

- Each of the joint owners shall be entitled to use their jointly owned Foreground for non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and considering the item (a) and (b) below.

- Each of the joint owners shall be entitled to otherwise commercially exploit the jointly owned Foreground and to grant non-exclusive licenses to third Parties (without any right to sub-license), if the other joint owners does not submit, justify or comply with the following conditions:

(a) upon given with at least 45 calendar days an advance notice, they do not express justified objections within 14 days after such notice. Justified objections are:

- the objecting owner's legitimate academic or commercial interests are compromised; or
- the protection of the objecting owner's Foreground or existing intellectual property rights is adversely affected; and

(b) fair and reasonable compensation to be agreed upon in advance.

In case of a planned patent application, no joint owner will grant any license to a third party before the first filing of a patent.


The joint owners shall agree on all protection measures and the division of related cost in advance, to be agreed in a specific legal document.

## **SEVENTH 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.

## **EIGHTH CLAUSE - DURATION**

**8.1.** This Agreement shall remain in force for five (5) years, from the date in which it is signed by representatives of both Parties. Any changes in the terms of this Agreement must be carried out by means of an Addendum Term, duly agreed upon between the signatory Parties.

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**8.2.** Students who are indicated for this jointly supervised PhD degree by their home institution through the Term of Commitment duly approved during the term of this Agreement, will have guaranteed the right to continue and complete the activities related to the joint degree in the receiving institution up to the defence of thesis, and will have the guarantee of their diploma issuance, even after the end of the term of this Agreement.

## NINTH CLAUSE - COMPLAINT

This Agreement may be terminated at any time by either Party upon express communication, with a minimum antecedence of ninety (90) days, given along with return receipt.

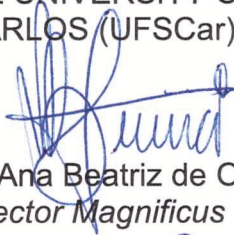
In case of disputes, the Parties shall define, by Term of Termination of the Agreement, the responsibilities for the completion of each of the works and all other outstanding issues, respecting all ongoing activities.

## TENTH CLAUSE - RESOLVING CONTROVERSIES

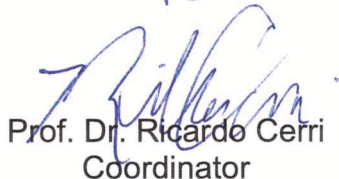
To resolve any questions that may be raised in the implementation and interpretation of this Agreement, the Parties shall endeavour to find a consensual solution. Upon the impossibility of consensus, the Parties shall designate, by mutual agreement, a third party (an individual) to act as a mediator.

For being fair and agreed, the Parties sign the present Agreement in the Portuguese language and in English, of equal content and for a single effect.

FEDERAL UNIVERSITY OF SÃO  
CARLOS (UFSCar)

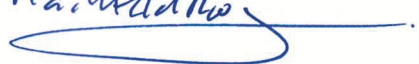


Prof. Dr. Ana Beatriz de Oliveira  
*Rector Magnificus*



Prof. Dr. Ricardo Cerri  
Coordinator  
Graduate Program on Computer Science

UNIVERSITY OF TWENTE (UT)

*in the absence of*  
*Machteld Roo*  


Prof. Dr. A. Tom Veldkamp  
*Rector Magnificus*



Prof. Dr. Joost Kok  
Dean  
Faculty of Electrical Engineering,  
Mathematics and Computer Science



## ANNEX A

### MODEL OF TERM OF COMMITMENT/COTUTELLE AGREEMENT FOR A SPECIFIC DOCTORAL CANDIDATE TO THE INTERNATIONAL ACADEMIC COOPERATION AGREEMENT FOR BI-NATIONAL SUPERVISION OF PHD STUDENTS AIMED AT OBTAINING A JOINTLY SUPERVISED DOUBLE PhD DEGREE BETWEEN THE FEDERAL UNIVERSITY OF SÃO CARLOS (UFSCar) AND THE UNIVERSITY OF TWENTE (UT)

According to the general conditions of the International Academic Cooperation Agreement for the jointly supervised PhD degree between UFSCar and UT, this document contains the candidate's full name, the main supervisors and further specifications as requested by the present Agreement, such as the Doctoral regulations of UFSCar and the Doctoral regulations of UT.

Candidate's Name:	Family name: ... Given name: ... Gender: ... Date of Birth: .../.../...
Partner 1:	[Full name and registered offices address of the home institution]
Partner 2:	[Full name and registered offices address of the receiving institution]
Candidate's admission and enrolment:	[Data about the candidate's admission and enrolment in the PhD program of the home institution and in the PhD program of the receiving institution]
Topic of research and/or preliminary title of PhD dissertation:	"..."
Names of Post-Graduate Programs and Concentration Area (if relevant):	<b>[Partner 1]:</b> ... <b>[Partner 2]:</b> ... <b>Area:</b> ...
Home institution PhD program supervisor:	[Prof.] Dr. ...
Home institution PhD program daily supervisor: [where the case]	[Prof.] Dr. ...
Receiving institution PhD program supervisor:	[Prof.] Dr. ...
Receiving institution PhD program daily supervisor: [where the case]	[Prof.] Dr. ...
Starting date of PhD program:	.../.../...

Expected Completion Date:	.../.../...
Anticipated periods of stay at the home institution PhD program and the receiving institution PhD program:  Note: at least 12 months must be spent at either partner.	<p><b>Home institution PhD program:</b> from .../.../... to .../.../... and from .../.../... to .../.../...</p> <p><b>Concluded activities:</b> Activity #1; Activity #2; Activity #3; Activity #...</p> <p><b>Activities to attend:</b> Activity #1; Activity #2; Activity #3; Activity #...</p> <p><b>Receiving institution PhD program:</b> from .../.../... to .../.../...</p> <p><b>Activities to attend:</b> Activity #1; Activity #2; Activity #3; Activity #...</p>
Arrangements for completing milestone requirements or equivalent progress reviews (Qualifier, annual reviews):	According to PPG-CC/UFSCar and EEMCS/UT regulations  (specify if necessary)
Arrangements for completing any coursework and/or training requirements or equivalent:	According to PPG-CC/UFSCar and EEMCS/UT regulations  (specify if necessary)
Financial planning: Scholarship (or salary) the Candidate is receiving. If the candidate is not receipt of a scholarship or salary insert "Not Applicable". Please note IND minimum must be met for stay in NL.	...
Tuition fee arrangement:	Tuition fee not applicable
Intellectual property:	No variations to the conditions for Intellectual Property set out in the Agreement proper  (specify any deviations if necessary)
Ethics approval required:	Yes
Examination:	No variations from the Agreement proper.

	(specify any deviations if necessary)
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The student here declares to be aware of the terms and conditions of the International Academic Cooperation Agreement for Bi-National Supervision of PhD Students Aimed at Obtaining a Jointly Supervised Double PhD Degree Between the Federal University of São Carlos (UFSCar) and the University of Twente (UT).

### Signatories:

This Annex to the International Academic Cooperation Agreement for Bi-Nationally Supervision of PhD Students Aimed at Obtaining a Jointly Supervised Double PhD Degree Between the Federal University of São Carlos (UFSCar) and the University of Twente (UT) for a specific candidate, Pedro Lopes de Souza, has been agreed by:

FEDERAL UNIVERSITY OF SÃO  
CARLOS (UFSCar)

UNIVERSITY OF TWENTE (UT)

Prof. Dr. Ana Beatriz de Oliveira  
*Rector Magnificus*

Prof. Dr. A. Tom Veldkamp  
*Rector Magnificus*

Prof. Dr. ...  
The candidate supervisor

Dr. ...  
The candidate supervisor

...  
The candidate

São Carlos, São Paulo (Brazil), [date]

Enschede (Netherlands), [date]