

Cooperation Agreement between the Coimbra Group of Brazilian Universities and the Università degli Studi di Siena

The *Grupo Coimbra de Universidades Brasileiras* (GCUB) from the Federative Republic of Brazil and the *Università degli Studi di Siena* from *Italian Republic*, hereinafter referred to as Parties

Convinced of the need to promote and strengthen cooperation, the sharing of information, the improvement of research and education programs, as well as the exchange of teachers, researchers and students.

Interested in establishing and promoting regular relations in the fields related to their skills, particularly scientific and cultural in an institutionalized framework.

Considering the Cultural Agreement between the Federative Republic of Brazil and the Italian Republic signed in Rome, February 12th 1997.

Agree as follows:

ARTICLE I Objective

The purpose of this Agreement is to establish a legal referential framework based on which the Parties shall promote and strengthen academic, scientific and cultural cooperation through scientific research, education, organization and university management.

ARTICLE II Cooperation Modalities

The Parties agree that the cooperation activities referred to in this Agreement shall be carried out through the following modalities:

- a) Development of joint research projects;
- b) Joint development of institutional cooperation international projects;
- c) Organization of courses in the fields related to the object of this Agreement;
- d) Exchange of information, documentation and scientific publications;
- e) Exchange of teachers, researchers and technical staff in both short and long stays;
- f) Undergraduate and Graduate student mobility;
- g) Joint organization of conferences, seminars, symposia and other events related to the Parties' interest;
- h) Any other modality of cooperation the Parties agree upon.

§ 1 - The operation of this Agreement is not conditioned to the establishment of projects by the parties in all forms of cooperation referred to in this Article.

§ 2 - The Parties shall not be obliged to cooperate in those activities in which there is a ban under domestic law, institutional rules or from custom.

ARTICLE III **Competencies**

The Parties commit to oversee the cooperation modalities derived from this Agreement, with absolute respect to their respective competences, regulations, institutional policies and applicable national legislation.

ARTICLE IV **Specific Cooperation Programs**

I - The Parties shall formulate cooperation programs that describe specific activities or projects to be developed. These, once formalized, will be an integrant part of this Agreement, and shall include the following information:

- a) Objectives;
- b) Execution Timetable;
- c) Allocation of human and material resources;
- d) Means of funding;
- e) Each Party responsibility;
- f) Publication of results;
- g) Any information the parties consider relevant.

II - The recipient institutions from Brazil and Italy shall exempt the total cost of enrollments or academic fees to the undergraduate and graduate students participating in the projects and programs carried out under this Agreement.

III - Each Party will provide to the personnel involved in the cooperation activities carried out under this Cooperation Agreement a similar treatment to that given to its own staff, allowing them academic, scientific and cultural services.

IV - The personnel appointed by each of the Parties to carry out the cooperation activities referred to in this Agreement will continue under the direction and dependence of his/her origin institution, once the cooperation activities under this Agreement do not create labor

relationships with the other Party, which cannot be considered as employer or substitute employer.

V - The Parties shall provide the necessary guidance and support relating to measures of entry, stay and departure from the territory for the personnel formally involved in the cooperation activities derived from this Agreement. These participants will undergo migratory, tax, customs, health and national security provisions in the host country and may not engage in any activity other than their duties without prior authorization of the competent authority. The participants shall leave the host country in accordance with its laws and provisions.

VI - The Parties shall ensure that the personnel involved in the cooperation activities referred to in this Agreement have social, medical, hospital, and laboratory coverage, which also includes funerary repatriation, available.

ARTICLE V **Funding**

The Parties shall seek alternative means to finance cooperation activities referred to by this Agreement in accordance with its financing availability and the provisions of its national legislation.

ARTICLE VI **Intellectual Property**

In case products of commercial value and/or intellectual property rights results from the cooperative activities undertaken under this Agreement, these will be ruled by the applicable legislation on the matter in each country, as well as by international agreements that are binding to the Federative Republic of Brazil and the Italian Republic.

Exchanges and dissemination of publication, documents, teaching, audiovisual and computer materials will occur in accordance with the national law applicable to each of the Parties, particularly those related to copyright and intellectual property.

ARTICLE VII **Coordination and Follow-up Mechanisms**

In order to afford a more efficient instrumentation of this Agreement, each Party shall establish, within thirty (30) days after its signature, a Coordinator who will monitor the cooperation activities.

The Coordinators are in charge of the following duties:

- a) To establish an annual program of activities, with meetings happening alternately at the headquarters of each Parties, unless agreed otherwise;
- b) To propose specific cooperation programs complementary to this Agreement;
- c) To coordinate the exchange of academics with teaching, research and advisory purposes;
- d) To specify for the administrative staff from both Parties the communication procedures and their commitment to this Agreement;
- e) To evaluate the cooperation activities carried out under this Agreement;
- f) To elaborate reports on the progress of the activities carried out under this Agreement;
- g) any other duty the Parties agree upon.

ARTICLE VIII Final Dispositions

This Agreement is valid from the date of its signature and shall be valid for five (5) years. It may be renewed for a further five (5) years period by mutual written agreement between the Parties.

This Agreement may be modified by mutual consent, formalized through written communications in which they specify the dates they will come into force.

The early termination of this Agreement will not affect the completion of projects or programs of cooperation that have been formalized during the effective duration of this Agreement.

This Agreement is signed in four (4) original copies, two (2) in Portuguese and two (2) copies in English, all texts being authentic.

.....,

Siena,

Doctor Ângela Maria Paiva Cruz
President
Coimbra Group of Brazilian Universities

Professor Angelo Riccaboni
Rector
Università degli Studi di Siena

Witness:

Witness:

Doctor Rossana Valéria de Souza e Silva
Executive Director
Coimbra Group of Brazilian Universities

Alessandra Viviani
Vice-Rector for International Relations
Università degli Studi di Siena