

## INTERNATIONAL ACADEMIC AGREEMENT FOR DOUBLE of PhD

**AGREEMENT** entered into by and between the **UNIVERSIDADE DE SÃO PAULO** [University of São Paulo] (BRAZIL), in the interest of the **INSTITUTO DE QUÍMICA** [Institute of Chemistry], and the **JOŽEF STEFAN INTERNATIONAL POSTGRADUATE SCHOOL**, (SLOVENIA) in the interest of the **Program of Nanoscience and Nanotechnology** – aimed at academic cooperation for the purpose of co- guiding PhD and double degree program students.

By this agreement, on one side, the University of São Paulo, Brazil, represented by its Rector, Prof. Dr. Marco Antonio Zago, in the interest of the **INSTITUTO DE QUÍMICA**, represented by its Director, Prof. Dr. Luiz Henrique Catalani and, on the other side, the **JOŽEF STEFAN INTERNATIONAL POSTGRADUATE SCHOOL**, Slovenia, hereby represented by its Rector/(Dean), Prof. Dr. Milena Horvat, **in the interest of the Program of Nanoscience and Nanotechnology**, represented by its Director Prof. Dr. Dragan Mihailović, 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 between the **INSTITUTO DE QUÍMICA, IQ-USP** and the **JOŽEF STEFAN INTERNATIONAL POSTGRADUATE SCHOOL**, of the **Program of Nanoscience and Nanotechnology** by means of co-guiding **PhD** students of the respective institutions, aiming to prepare their theses for **PhDs** and double degrees, whose completion and defense 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 in the INSTITUTE OF CHEMISTRY or at the JOŽEF STEFAN**



**INTERNATIONAL POSTGRADUATE SCHOOL** 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.

**2.2.** 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 Area of Concentration, if relevant. The Term of Commitment must be assessed by the competent Post-Graduate bodies of the institutions involved in this Agreement.

**2.3.** Each student should follow a program developed jointly between the two institutions and agreed among the respective advisors, which are committed to fully exercising the role of the student's advisor.

**2.4.** The preparation time of the thesis must be shared between the two institutions involved in 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.

**2.5.** Procedures for co-guidance of **PhD** students aiming for a double degree must comply with the provisions of the Post-Graduate norms of the institution of origin of the student.

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

**2.7.** The thesis can be written in the language(s) **English**. The thesis written in one language will be supplemented by a summary in the other language, in addition to a summary in English.

**2.8.** The thesis may have ONE defense. One will be at the student's academic Institution of origin, complying with the provisions of their Post-Graduation norms, being recognized by both accredited institutions. The thesis defended in English will be complemented by the presentation of an oral summary in the other language.

**2.9.** 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 five members that should compose the judging committee (two from Brazil and one from Slovenia, Advisor from Brazil and Advisor from Slovenia), where the Advisors will not vote. If the defense takes place in Slovenia, the judging committee will be composed of five members that should compose the judging committee (two from Slovenia and one from Brazil, Advisor from Brazil and Advisor from Slovenia), where the Advisors will not vote. Members from the judging committee can participate at the defense via Skype (video conference).

**2.10.** The publication, exploitation and protection of the thesis topic and the research results are ensured by the two PhD Programs involved, in accordance with the specific procedures of each country.

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

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

**3.1.** The student involved in the exchange must pay for their travel, lodging, meals, bench fees, enrollment and academic fees, which may be funded by external agencies, by the accredited institutions or shall be borne by the student themselves.

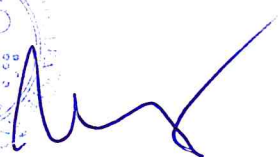
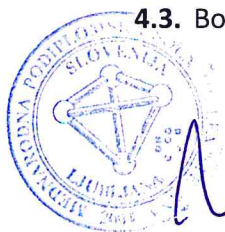
**3.2.** Health insurance should be arranged by the student in the country of origin, prior to their arrival at the receiving institution.

### **FOURTH CLAUSE – OBLIGATIONS OF THE INSTITUTO DE QUÍMICA-IQ USP AND JO ŽEF STEFAN INTERNATIONAL POSTGRADUATE SCHOOL**

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

**4.2.** 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 and the evaluation received, 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 recognize 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 (PhD)/Master to the candidate with validity in Brazil and in the Slovenia.

**4.6.** Two PhD diplomas will be issued, one being from USP and the other from the Foreign Educational Institution.

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

**5.1.** In order to constitute the technical and administrative coordination of this Agreement, the designates the Professor Dr. Alexander Henning Ulrich, at the INSTITUTO DE QUÍMICA, and the JOŽEF STEFAN INTERNATIONAL POSTGRADUATE SCHOOL designates the Professor Dr. Tamara Lah.

**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**

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.

**6.1.** In the case of the creation of inventions, improvements and innovations by means of the activities protected by this Agreement, in accordance with Brazilian legislation on international covenants of which Brazil is a signatory, it is considered that:

**6.1.1.** The intellectual property rights over any creation developed under this agreement will belong to **USP and JOŽEF STEFAN INTERNATIONAL POSTGRADUATE SCHOOL**, in equal parts.

**6.1.2.** 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.

**6.1.3.** 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.



**6.1.4.** In the event of there being interest by the parties in obtaining protection of rights mentioned in clause **6.1**, their management and costs will be regulated in an addendum term, in accordance with the current legislation.

**6.1.5.** In the event of there being interest by the parties in the use and licensing of the rights mentioned in clause **6.1**, their costs, management licensing, assignment, transference or free use will be regulated in an addendum term, in accordance with the current legislation.

#### **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.

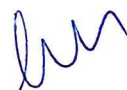
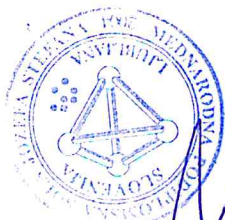
#### **EIGHTH CLAUSE – DURATION**

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 parties.

Students who are indicated for double degree by their home institution through the Term of Commitment duly approved during the term of this agreement, will have guaranteed the right to complete the activities related to the double degree in the receiving institution up to the defense of Thesis and the guarantee of their diplomas issuance, even after the end of its term.

#### **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. 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 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.

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

**UNIVERSIDADE DE SÃO PAULO**  
  
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**Marco Antonio Zago**  
Rector

Carlos G. Catalani Jr  
Pró-Reitor de Pós-Graduação  
Por delegação da Portaria GR 6380/2014  
18 SET 2017

**JOŽEF STEFAN INTERNATIONAL  
POSTGRADUATE SCHOOL**  
  
\_\_\_\_\_  
**Milena Horvat**  
Danen  
  
Date: 19 / 02 / 2019

**Instituto de Química  
UNIVERSIDADE DE SÃO PAULO**  
  
\_\_\_\_\_  
**Luiz Henrique Catalani**  
Director