

ACADEMIC AGREEMENT FOR INTERNATIONAL MOBILITY

AGREEMENT by and between the UNIVERSIDADE DE SÃO PAULO, Brazil, and UNIVERSITY OF MESSINA, ITALY which aims at promoting academic cooperation for the exchange of teaching staff/ researchers, students and members of the technical-administrative staff.

By this Agreement, on the one side the **UNIVERSIDADE DE SÃO PAULO (USP)**, Brazil, herein represented by its Rector, Prof. VAHAN AGOPYAN, and on the other side the **UNIVERSITY OF MESSINA (UNIME)**, ITALY, herein represented by its Rector, Prof. SALVATORE CUZZOCREA, have mutually agreed and covenanted as set forth in the terms and conditions herein below:

SECTION 1 – PURPOSE

The purpose of this Agreement is the furtherance of academic cooperation in the field of Law, by aiming at promoting the exchange of teaching staff/researchers, post-graduate students, undergraduate students (with mutual acknowledgment of the respective undergraduate coursework) and members of the technical-administrative staff of each institution.

SECTION 2 – GOALS AND FORMS OF COOPERATION

Forms of cooperation in the exchange of:

2.1. Teaching staff/researchers:

2.1.1. Visiting Faculty Members/Researchers shall take part in conference, teaching and/or research activities, under stays which shall not exceed the extent of one academic year (two semesters).

2.1.2. Health insurance coverage must be arranged by the faculty member/researcher in his/her country of origin.

2.1.3. Salaries shall be paid by the institution of origin.

2.2. Undergraduate and Post-Graduate Students:

2.2.1. Students shall be pre-selected by their home institution based on their academic excellence. The host institution shall be responsible for the final acceptance.

2.2.2. Students accepted by the host institution shall be deemed to be exchange students and shall be subject to all the rules and regulations of the host institution, and shall comply with them in the same manner as the regular students thereof.

2.2.3. Students participating in the exchange program shall be encouraged to acquire knowledge of the language of the country of the host institution, at a level compatible with the activities they are to carry out.

2.2.4. Each student shall follow a course of studies jointly agreed to between the two institutions.

2.2.5. The student's stay shall not exceed one academic year, except in the case of double degree programs.

2.2.6. Undergraduate double accreditation programs and co-supervision of theses and dissertations shall be the object of a specific instrument to be executed between the concerned parties.

2.2.7. The institutions shall mutually agree to the number of students to be involved in the exchange program.

2.2.8. Health insurance coverage must be arranged by the student in his/her country of origin before his/her arrival at the host institution.

2.3. Members of the technical-administrative staff:

2.3.1. For the purpose of encouraging the exchange of administrative experience and knowledge in fields of common interests, the institutions may select members of their technical-administrative staff to take part in the exchange program.

2.3.2. Health insurance coverage must be arranged by the staff member in his/her country of origin.

2.3.3. Salaries shall be paid by the institution of origin.

2.3.4. The activities conducted during the exchange period shall be consistent with the professional activities of the staff member at his/her institution of origin, and shall generate a report, to be submitted to the host institution and to the institution of origin.

SECTION 3 – FINANCIAL SUPPORT

3.1. The faculty members/researchers involved in the exchange programs hereunder shall not pay fees to the host institution. The remaining expenses (travel, accommodations and the like) shall be borne by the faculty member/researcher, who may seek funding from external agencies.

3.2. The students involved in the exchange programs hereunder shall pay the academic fees, if any, at their institution of origin. The remaining expenses (travel, accommodations and the

like) shall be borne by the student or by external agencies. The existence of this Agreement shall not imply any obligation of the institutions to provide financial support.

3.3. In the event of exchange of members of the technical-administrative staff, the expenses shall be borne by the institution of origin, subject to the availability of funds for such purpose.

SECTION 4 – OBLIGATIONS OF THE PARTIES

4.1. Both institutions shall attempt to achieve reciprocity under the activities covered by this Agreement.

4.2. At the completion of the stay of the student, the host institution shall forward to the appropriate office of the institution of origin an official document, specifying the activities carried out and, as the case may be, the achievement level attained.

4.3. The home institution shall acknowledge the academic results obtained by the student at the host institution, based on the work program previously agreed to between the institutions and the respective credits and/or hours.

4.4. Both institutions agree in a binding form to promote the integration of the students in the academic life of the host institution.

4.5. The host institution shall provide such adequate research conditions and locations for the work of the visiting faculty member/researcher as are within its reach.

4.6. The host institution shall offer working conditions for the development of the activities of the members of the technical-administrative staffs.

SECTION 5 – COORDINATION OF THE AGREEMENT

5.1. To ensure the technical-administrative and scientific coordination of this Agreement, the FACULDADE DE DIREITO DA UNIVERSIDADE DE SÃO PAULO (FDUSP) hereby appoints Prof. MARISTELA BASSO, President of the International Relations Committee, and DIPARTIMENTO DI GIURISPRUDENZA, hereby appoints Prof. FRANCESCO ASTONE, DEAN OF LAW DEPARTMENT and Administrative Law Full Professor, ANNA ROMEO, Administrative Law Full Professor and VITTORIA BERLINGO', Administrative Associate Professor and International Mobility Referent of Department of Law.

5.2. It is incumbent on the Coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

SECTION 6 – EFFECTIVE TERM

This Agreement shall be effective for a period of **5 (five) years**, as from the date it is executed by the representatives of both Parties. Any changes herein shall be implemented in the form of an Amendment duly agreed to between the Parties.

SECTION 7 – TERMINATION

This Agreement may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for the closing of each one of the programs affected by the termination, and all other outstanding issues, the activities in course to be continued with until completion.

SECTION 8 – SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under the performance or in the construction of this Agreement, the Parties shall exert their best efforts to arrive at a solution by mutual consent. In the event such consent is found to be impossible, the Parties shall jointly appoint a third party natural person, to act as mediator.

And having thus agreed, the Parties execute this Agreement in 2 (two) identical counterparts in each version, in English and in Portuguese, to one and same effect.

UNIVERSIDADE DE SÃO PAULO

UNIVERSITY OF MESSINA

Prof. Vahan Agopyan
Rector

Prof. Salvatore Cuzzocrea
Rector

Date:

Date: