



AGREEMENT OF CULTURAL AND SCIENTIFIC COOPERATION BETWEEN THE UNIVERSITY OF FLORENCE AND UNIVERSIDADE DO ESTADO DO RIO DE JANEIRO

*General Provisions*

- Given that cultural and scientific exchange is indispensable to academic institutions to develop their educational and research activities;
- given that, for the above-stated purpose, it is necessary to promote and encourage direct cultural agreements between institutions of higher learning in different countries;
- having verified the mutual interest that the University of Florence (Italy) and Rio de Janeiro State University (Brazil) share in establishing an appropriate form of exchange program in the fields of: legal sciences;
- in agreement with the laws of the two countries;
- in agreement with the Statute of the University of Florence;
- in agreement with the Statute of the UERJ

THE FOLLOWING TERMS OF AGREEMENT ARE STIPULATED

BETWEEN

the University of Florence, represented by the Rector Prof. Luigi Dei residing in Florence, Piazza San Marco, 4

AND

Universidade do Estado do Rio de Janeiro, represented by the Rector Prof. Ricardo Lodi Ribeiro residing in Rio de Janeiro, São Francisco Xavier Street, 524

*Art. 1 - Units and Fields of Study and Research*

The two Universities intend to establish an exchange program initially in the fields of: legal sciences. The above-stated cooperation includes the following units of the University of Florence:

- *Department of Legal Sciences (DSG)*
- *Department of Economics and Management (DISEI)*

and the following units of the Rio de Janeiro State University:

- *International Cooperation Office (DCI)*

The two Universities have the right to pursue, when they both deem it appropriate, other areas of cooperation. In this case, the parties will approve specific addenda to be attached to this agreement.



### *Art. 2 - Purpose of the Agreement and Types of Collaboration*

The form of cooperation specified in art. 1, based on strictly-observed criteria of equality and mutual interests, includes the following activities:

- 1) exchange visits of members of teaching and research staff of the units mentioned in art.1. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth;
- 2) circulation of publications and information on the specific fields of study and research included in this agreement and on any other subject of relevant interest;
- 3) student exchanges for periods of study and research and other educational activities;
- 4) exchange visits of members of technical or administrative staff when considered a profitable experience.

Promoting units can specify in specific protocols the different forms of implementation of such exchanges (i.e. visitor's length of stay and obligations, application selection procedure, detailed explanation of the fields for which the agreement is stipulated, etc.).

The universities subscribing this agreement intend to encourage student mobility according to a principle of reciprocity. According to the exchange programs, the host institution will make available to the guest students their educational facilities and tutorial services.

Upon the approval by the appropriate administrative bodies, exchange students will be given academic credits for the work done at the foreign institution.

All students participating in the exchange program will be exempt from the payment of registration or any other fees levied by the host university.

### *Art. 3 - Supporting Activities*

The two Universities subscribing this agreement will exchange all relevant information - by supplying catalogues and other materials - to promote greater and mutual knowledge on their institutional structure and organization.

In conformity with laws and regulations of their respective countries, the parties of this agreement will provide to visitors from the partner institution all possible assistance and access to facilities to enable them to carry out the activities they agreed upon.

### *Art. 4 - Insurance Procedure*

The participants to the exchanges, while exercising the activities provided for in the agreement, must have both accident insurance and third party liability insurance for unintentional damage, hereby releasing the host university from any liability to this regard.

Such insurance coverage may be either provided by the home institutions, according to their own regulations, or contained in a policy covering the above-mentioned risks obtained by the interested person from an insurance company.

For what concerns health insurance (coverage for medical expenses and/or hospitalization) the participants must provide their own insurance according to the rules of the host country.

For specific needs related to insurance coverage for civil liability in the medical-health field, special supplementary agreements will be drawn up between the parties.



#### *Art. 5 – Funding*

Each of the parties commit, through their participating units, to provide funds to carry out the activities foreseen by this agreement.

As a general rule, the institution sending its members to the foreign partner is responsible for covering their travel, room and board expenses. The departments of the University of Florence participating in the exchange will be in charge of covering travel, room and board expenses of their members.

In case institutional funds are not available for these purposes, student and staff mobility will still be possible; in this case exchange visitors will be directly responsible to fully cover their own expenses for travel, room and board, at no cost to the two Universities.

#### *Art.6 – Coordinators*

The implementation of the activities foreseen by the agreement will be promoted, initially, by the following Coordinators, appointed by each University:

University of Florence  
*Prof. Lucia Re*  
Department of Legal Sciences

Universidade do Estado do Rio de Janeiro  
*Prof. Gustavo Siqueira*  
School of Law

*Prof. Silvia Turelli*  
Department of Economics and Management

#### *Art.7 - Duration of the Agreement*

This agreement shall enter into force from the date of its last signature, if the dates are different in the two countries and will be valid for 60 (sixty) months thereafter, unless notice of termination of the agreement is given by one of the two parties at least six months before expiration.

In the event of termination, the Parties shall cooperate and use their reasonable best efforts to let current exchange students and/or faculty members complete their program already in progress.

Should any disputes arise, the problem will be entrusted to a board of arbiters made of one member selected by each partner and one chosen by common consent. The board of arbiters shall decide on a formal basis according to international law.

#### *Art. 8 - Brazilian Law – UERJ's Duties*

The results obtained through the work developed in each program will be submitted to the appreciation of UERJ's International Cooperation Direction every 2 years.

UERJ shall arrange for the publication of an abridged of the instrument in the Diário Oficial do Estado do Rio de Janeiro [Official Journal of the State of Rio de Janeiro] until the 5th (fifth) business day of the month following its signature, with the actual publication expected to occur within twenty days of that date, regardless of its amount and even if there is not any.

The present Agreement shall be recorded by UERJ and shall be at disposal of the inspection unit by the State Audit Court of Rio de Janeiro.

This cooperation Agreement shall be submitted for approval to the Board of Trustees of UERJ.



UNIVERSITÀ  
DEGLI STUDI  
FIRENZE



IN WITNESS WHEREOF, the representatives of the parties hereto have signed the present Agreement in 2 (two) original copies of equal contents, 1 (one) in Portuguese and 1 (one) in English. In case of discrepancy the English version shall prevail.

The Rector  
of the University of Florence

*Prof. Luigi Dei*

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Date.....

The Rector  
of Universidade do Estado do Rio de Janeiro

*Prof. Ricardo Lodi Ribeiro*

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Date.....