



MEMORANDUM OF UNDERSTANDING
between
Università di Macerata (Italy)
and
Universidade Federal De Santa Catarina (Brazil)

The Università di Macerata, hereinafter also “**UniMC**”, with headquarters in Via Crescimbeni nn. 30/32, postcode 62100, Macerata, Italy, represented by its Rector, Prof. John McCourt, and the Universidade Federal de Santa Catarina hereinafter “**UFSC**” with headquarters at Campus Universitario Reitor João David Ferreira Lima, Florianópolis, Santa Catarina, Brazil represented by its Rector, Prof. Irineu Manoel de Souza agree on this Memorandum of Understanding according to the following terms.

Article I - Relevance of the strategy

UniMC and UFSC agree that this Memorandum is part of their internationalization strategies, as well as of their institutional aims. The purpose of this agreement is to promote academic exchange and cooperation. More specifically this agreement aims to enable a mutual transfer of knowledge in the didactic organization, in the methodology of teaching, as well as the development of new lines of research, capable of including global perspectives in the study of the topics addressed. The cooperation also aims to promote interdisciplinary and intercultural dialogue, as well as to enhance the dialogue of the legal sciences with other fields of knowledge.

Article II - Object

The purpose of this Memorandum is the joint academic international cooperation through one or more of the following activities in a spirit of friendship and mutual understanding without any financial burden on the parties:

- promoting academic exchange and cooperation for scientific research, sharing innovative, technological, and socio-economic contents and objectives, exchanging experiences related to educational and didactic systems in areas of common interest, and participating reciprocally in national and international academic events like seminars and meetings;
- enhancing the individual mobility of professors, researchers, undergraduate, postgraduate, and Ph.D. students, and administrative staff for the benefit of international teaching, research, study, and the exchange of know-how and best practices;
- strengthening internationalization processes related to teaching, research, and the third mission by fostering active scientific and educational cooperation, and also by sharing bibliographic resources and academic projects of particular complexity and interest.

Article III - Implementation

Should the implementation of the previous article require a specific agreement between the parties or the provision of financial resources, the parties shall develop specific

projects and working plans to be formalized in the proper Addenda connected to this Memorandum. These Addenda shall specify the details necessary for the implementation of the foreseen activities and each party will financially sustain the related expenses.

Article IV - Coordination and monitoring

To coordinate and monitor the jointly agreed activities, each University shall appoint its representative as coordinator.

UniMC appoints prof. Massimo Meccarelli, UFSC appoints prof. Diego Nunes.

The two persons appointed shall periodically monitor the outcomes of this Memorandum and will report to their own academic body.

Article V - Intellectual property

The intellectual property rights arising from the activities realized in the framework of this Memorandum belong to the relevant party and/or its author if they are the result of individual activity, to both parties, and/or to their common authors if they are the result of common initiatives. Publications shall mention this origin. For the activities which might produce outcomes with economic effects, the parties shall jointly arrange the property rights and their protection according to their own rules.

Article VI - Use of the Logo of Universities

The parties may use the respective institutional logos for the Memorandum related activities and documents under the following conditions:

- a) neither party is authorized to use the name and logo of the other party for advertisement and marketing. The use of the name of the other party to factually mention the collaboration is however authorized;
- b) the use of the logo is specific to the activities of the memorandum and limited to the terms of the same;
- c) the use of the logo cannot damage in any way the good name, image, decorum, or reputation of both parties;
- d) the parties are kept free from any problem that may come from the use of their logo, as well as from any denigrating use or misrepresentation of their public name.

Article VII - Resolution of disputes

The parties shall commit themselves to solving any dispute connected to the interpretation or implementation of this Memorandum through negotiation. When a jointly agreed solution cannot be achieved, the disputes shall be submitted to the unappealable decision of a proper arbitration panel composed of three members. Each party shall appoint one member. The two appointed members shall jointly appoint the third member with the role of chairperson.

Article VIII – Amendments

Parties are entitled to amend this Agreement during its term using a specific agreement between the Parties following the same formalities of its execution.

Article IX – Publication

The Parties shall publish this Agreement by the laws of their countries. If the national law of one of the Parties determines the effectiveness or validity of this Agreement to an

additional action not provided for in this Agreement, the other Party shall be immediately informed.

Article X - Coming into force and terms

This memorandum shall be effective from the date of the latest signature below and shall remain in force for five (5) years following this date unless written notice is given by either party. The notice shall take effect three (3) months after the date of notification to the other party. Nevertheless, the activities in progress within the framework of this Memorandum shall not be compromised by the notice and shall be normally concluded.

This Memorandum is drafted in English and Portuguese language and it is legally binding. Each party shall keep one original copy.

**Universidade Federal De Santa
Catarina (Brazil)**

Università di Macerata (Italy)

Date 16/03/2023

Date 10/01/2023

Prof. Irineu Manoel de Souza

Prof. John McCourt

Stamp: Irineu Manoel de Souza
Reitor

Stamp:

Universidade Federal de Santa Catarina.



UNIVERSIDADE FEDERAL DE SANTA CATARINA

UFSC

GABINETE DA REITORIA

Prédio da Reitoria Campus Universitário

Reitor João David Ferreira Lima - Trindade

CEP: 88040-900 - Florianópolis - SC





MEMORANDO DE ENTENDIMENTO

entre

Università di Macerata (Itália)

e

Universidade Federal De Santa Catarina (Brasil)

A Università di Macerata, doravante designada “**UniMC**”, com sede em Via Crescimbeni nn. 30/32, código postal 62100, Macerata, Itália, representada por seu Reitor, Prof. John McCourt, e a Universidade Federal de Santa Catarina, doravante designada “**UFSC**”, com sede no Campus Universitário Reitor João David Ferreira Lima, Florianópolis, Santa Catarina, Brasil, representada por seu Reitor, Prof. Irineu Manoel de Souza, concordam com este Memorando de Entendimento, segundo os termos seguintes:

Artigo I - Relevância da estratégia

UniMC e UFSC concordam que este Memorando faz parte das estratégias de internacionalização, bem como dos objetivos institucionais de ambas. O objetivo deste acordo é promover o intercâmbio e a cooperação acadêmica. Mais especificamente, este acordo visa possibilitar uma transferência mútua de conhecimento em organização didática, em metodologia de ensino, bem como no desenvolvimento de novas linhas de pesquisa, capazes de incluir perspectivas globais no estudo dos temas abordados. A cooperação também visa promover diálogos interdisciplinares e interculturais, bem como aprimorar o diálogo entre as ciências jurídicas e outras áreas do conhecimento.

Artigo II - Objeto

O objetivo deste Memorando é a cooperação acadêmica internacional conjunta através de uma ou mais das seguintes atividades, em um espírito de amizade e compreensão mútua, sem qualquer ônus financeiro para as partes:

- promoção de intercâmbio acadêmico e cooperação para pesquisa científica, compartilhamento de conteúdos e objetivos inovadores, tecnológicos e socioeconômicos, troca de experiências relacionadas a sistemas educacionais e didáticos em áreas de interesse comum, e participação de forma recíproca em eventos acadêmicos nacionais e internacionais, como seminários e reuniões;
- melhoraria da mobilidade individual de professores, pesquisadores, estudantes de graduação e pós-graduação, incluindo doutorado, e servidores técnico-administrativos para o enriquecimento do ensino, da pesquisa, do estudo, da troca de know-how e das melhores práticas internacionais;
- fortalecimento dos processos de internacionalização relacionados ao ensino, à pesquisa e à terceira missão, fomentando a ativa cooperação científica e educacional, e compartilhando também recursos bibliográficos e projetos acadêmicos de complexidade e interesse específicos.

Artigo III - Implementação

Se a implementação do artigo anterior exigir um acordo específico entre as partes ou o

provimento de recursos financeiros, as partes deverão desenvolver projetos específicos e planos de trabalho a serem formalizados em Termos Aditivos vinculados a este Memorando.

Esses Termos Aditivos devem especificar os detalhes necessários para a implementação das atividades previstas e cada parte assumirá financeiramente as despesas relacionadas:

- Termo Aditivo nº 1: plano de atividades didáticas e científicas;
- Termo Aditivo nº 2: plano individual de atividades de mobilidade de docentes e servidores técnico-administrativos;
- Termo Aditivo nº 3: plano individual de atividades de mobilidade de estudantes.

Artigo IV – Coordenação e Monitoramento

Para coordenar e monitorar as atividades acordadas conjuntamente, cada Universidade nomeará um representante como coordenador.

UniMC nomeia o prof. Massimo Meccarelli, UFSC nomeia o prof. Diego Nunes.

Os nomeados deverão monitorar periodicamente os resultados deste Memorando e apresentar relatórios ao seu próprio corpo acadêmico.

Artigo V – Propriedade Intelectual

Os direitos de propriedade intelectual decorrentes das atividades realizadas no âmbito deste Memorando pertencem à parte relevante e/ou a seu autor se forem resultados de atividade individual, e a ambas as partes e/ou a seus autores comuns se forem o resultado de iniciativas comuns. As publicações devem mencionar essa origem. Para as atividades que possam produzir resultados com efeitos econômicos, as partes deverão organizar conjuntamente os direitos de propriedade e sua proteção de acordo com suas próprias regras.

Artigo VI – Uso do logotipo das Universidades

As partes poderão utilizar os respectivos logotipos institucionais para as atividades e documentos relacionados ao Memorando, sob as seguintes condições:

- a) nenhuma das partes está autorizada a usar o nome e o logotipo da outra parte para publicidade e marketing. O uso do nome da outra parte para mencionar a colaboração de fato é, no entanto, autorizado;
- b) o uso do logotipo é específico para as atividades do memorando e limitado aos termos do documento;
- c) o uso do logotipo não poderá de forma alguma prejudicar o nome, imagem, decore, reputação de ambas as partes;
- d) as partes serão mantidas isentas de qualquer problema que possa advir do uso de seu logotipo, bem como de qualquer uso depreciativo ou deturpado de seu nome público.

Artigo VII – Resolução de controvérsias

As partes se comprometem a resolver qualquer controvérsia relacionada à interpretação ou à implementação deste Memorando através de negociação. Quando uma solução acordada em conjunto não puder ser alcançada, as controvérsias serão submetidas à decisão inapelável de um comitê de arbitragem composto de três membros. Cada parte deverá nomear um membro. Os dois membros nomeados deverão nomear conjuntamente o terceiro, como presidente.

Artigo VIII – Das Alterações

É facultado aos partícipes a alteração deste Acordo no decorrer de sua vigência mediante acordo específico entre os partícipes conforme as mesmas solenidades de sua assinatura.

Artigo IX – Da publicação

Os partícipes publicarão este Acordo em conformidade com as leis de seus países.

Se a lei nacional de um dos partícipes condicionar a eficácia ou a validade deste Acordo à providência adicional não prevista neste Acordo, ele comunicará o outro imediatamente.

Artigo X – Vigência e condições

Este Memorando entrará em vigor a partir da data da última assinatura e permanecerá em vigor por cinco (5) anos após essa data, a menos que uma das partes notifique a outra por escrito. A notificação entrará em vigor três (3) meses após a data em que a outra parte foi notificada. Entretanto, as atividades em andamento no âmbito deste Memorando não serão comprometidas pela notificação e deverão ser concluídas normalmente.

Este Memorando é redigido em inglês e português e é legalmente vinculante. Cada parte deverá manter uma cópia original.

**Universidade Federal de Santa
Catarina (Brasil)**

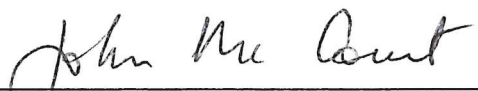
Università di Macerata (Itália)

Data 16/03/2023

Data 10/01/2023



Prof. Dr. Irineu Manoel de Souza



Prof. John McCourt

Carimbo:

*Irineu Manoel de Souza
Reitor
Universidade Federal de Santa
Catarina.*

Carimbo:



UNIVERSIDADE FEDERAL DE SANTA CATARINA

UFSC

GABINETE DA REITORIA

Prédio da Reitoria Campus Universitário

Reitor João David Ferreira Lima - Trindade

CEP: 88040-900 - Florianópolis - SC



ADDENDUM N. 1

**DIDACTIC AND SCIENTIFIC ACTIVITIES PLAN
BETWEEN THE UNIVERSITY OF MACERATA (ITALY)
AND THE FEDERAL UNIVERSITY OF SANTA CATARINA (BRAZIL)**

- Considering the mutual interest of the University of Macerata (Italy) and the Federal University of Santa Catarina (Brazil) in establishing scientific and educational cooperation and relationship to the development of studies, in the fields of human, social, legal, educational, political, and economic sciences, as well as the language and the culture of respective countries (specify the areas of common and scientific broad fields of interest);
- considering the current memorandum of understanding as signed by both universities;
- considering the specific areas of development and innovation in the two countries;

IT IS AGREED UPON AND WORDED AS FOLLOWS:

The relevance of strategy (optional according to the MOU)

The cooperation in the didactic and scientific field aims to implement the strategic objectives set out in article 1 of the Memorandum of understanding. The special aim of the didactic and scientific activities plan is, in particular, to involve postgraduate and Ph.D. students, having them experience the fruitfulness of interdisciplinary work, of a dialogue between many cultural and linguistic traditions, and programs with different syllabi and methodological perspectives.

Scientific and educational project and implementation:

The two universities cooperate in carrying out joint research on the different legal disciplines, with special regard to topics related to legal history, legal theory, and international law. The planned activities may also include other disciplines in the field of social sciences, humanities, and technology, depending on the topics addressed. Such cooperation should involve the exchanging of professors and researchers for scientific research purposes in the above-mentioned topics, the organization of conferences and seminars, and the participation in calls for tenders for research project funding.

Expected aims and dissemination:

The research results will be published in collective volumes or scientific journals of international relevance and preferably open access; joint scientific events will be open to the participation of scholars and students also from other universities and research institutions; where possible, public engagement activities will also be undertaken at planned scientific events.


Collaboration in doctoral programs, where possible, will enable the realization of a co-tutored Ph.D.

Federal University of Santa Catarina (Brazil) University of Macerata (Italy)

Date 16/03/2023

Date 10/01/2023


Prof. Irineu Manoel de Souza


Prof. John McCourt

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ADDENDUM n. 2

PLAN OF INDIVIDUAL MOBILITY ACTIVITIES FOR TEACHING/TRAINING STAFF BETWEEN THE UNIVERSITY OF MACERATA (ITALY) AND THE FEDERAL UNIVERSITY OF SANTA CATARINA (BRAZIL)

- Considering the mutual interest of the University of Macerata (Italy) and the Federal University of Santa Catarina (Brazil) in establishing scientific and educational cooperation and relationship to the development of studies, in the fields of human, social, legal, educational, political, and economic sciences, as well as the language and the culture of respective countries;
- considering the current memorandum of understanding as signed by both universities;
- considering the specific areas of development and innovation in the two countries;

IT IS AGREED UPON AND WORDED AS FOLLOWS:

Project and implementation:

It is envisaged to implement one mobility from UniMC to UFSC and one mobility from UFSC to UniMC each year. The host Institution will take charge of the organizational aspects for the realization of the planned activities and will provide the mobile staff with the tools and infrastructures necessary for the implementation of the planned activities. On-demand, the partner organizations will be able to issue statements to the mobile staff about the activities carried out in the host Institution.

A. Mobility numbers per academic year

FROM	TO	SUBJECT AREA [ISCED] ¹	SUBJECT AREA NAME	Number of teaching/training staff* [total number of staff and the total number of days of teaching periods]
UNIMC	UFSC	042	Law	number of teaching staff: 2; up to two weeks each year
UFSC	UNIMC	042	Law	number of teaching staff: 2; up to two weeks each year

*For teaching staff: each member ensures, for a week on the move at least 8 hours of certified international teaching.

*For training staff: it can be scheduled for a maximum period of one working week (excluding travel), which includes activities for exchanging good practices, job shadowing, presentations, and project coordination.

¹ Codes ISCED

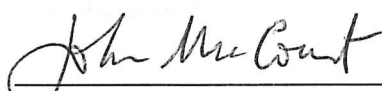


Federal University of Santa Catarina (Brazil) University of Macerata (Italy)

Date 16/03/2023

Date 10/01/2023


Prof. Irineu Manoel de Souza


Prof. John McCourt

Stamp:

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Reitor João David Ferreira Lima - Trindade
CEP: 88040-900 - Florianópolis - SC

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ADDENDUM n. 3

**PLAN OF STUDENTS INDIVIDUAL MOBILITY ACTIVITIES
BETWEEN THE UNIVERSITY OF MACERATA (ITALY)
AND THE FEDERAL UNIVERSITY OF SANTA CATARINA (BRAZIL)**

The institutions named below agree to cooperate for the exchange of students in the context of the Bilateral Agreement.

The development of all activities is subject to budget availability.

A. Information about higher education institutions

Name of the institution (and department, where relevant)	Abbreviation	Contact details (email, phone)	Website (eg. of the course catalog)
University of Macerata	UNIMC	Area Internazionalizzazione Ufficio Mobilità internazionale Via Pescheria Vecchia n. 8, 62100 Macerata – Italia Responsabile Area Antonella TIBERI cri@unimc.it Tel. +39 0733 2586040	University website: http://www.unimc.it/it Department home page: http://www.unimc.it/it/didattica/dipartimenti Incoming students home page: http://iro.unimc.it/en/students/incoming-students/students-coming-within-international-agreements
Federal University of Santa Catarina	UFSC	Universidade Federal de Santa Catarina - UFSC Secretaria de Relações Internacionais - SINTER Office for International Affairs - SINTER Florianópolis - Santa Catarina - Brasil Fone: +55 (48) 3721-6202 / 3721-8224 E-mail: agreement.sinter@contato.ufsc.br Secretário de Relações Internacionais PROFESSOR AGUINALDO ROBERTO PINTO Indirizzo: Prédio 2 da Reitoria - 1º andar Av. Desembargador Vítor Lima, nº 222 Trindade, Florianópolis - SC - Brasil CEP 88040-900	sinter.ufsc.br

B. General Rules

Students shall be selected by their home institution based on their academic excellence. The host institution undertakes to accept the selected candidates.

Students selected 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.

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



The students involved in the exchange program shall pay the academic fees, if any, at their institution of origin. The remaining expenses (travel, accommodation, etc.) shall be borne by the student. The existence of this Agreement shall not imply any obligation of the institutions to provide financial support.

C. Mobility numbers per academic year

FROM	TO	Subject area code [ISCED] ²	Subject area name	Study cycle short cycle, 1 st , 2 nd or 3 rd	Total number of Students [please specify also the cycles: e.g. 1 student of 1 st cycle; 2 students of 2 nd cycle]	Total number of Months for each student
UniMC	UFSC	042	Law	1°, 2° and 3°	Maximum 3 students per academic year	Maximum 12 months for each student
UFSC	UniMC	042	Law	1°, 2° and 3°	Maximum 3 students per academic year	Maximum 12 months for each student

D. Recommended language skills

The sending institution, following the agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the study or teaching period:

Receiving institution	Language of instruction 1	Language of instruction 2	Recommended language of instruction level ³ Student Mobility for Studies
UNIMC	Italian	English (where indicated)	A1 Italian B2 English
UFSC	Portuguese	English (where indicated)	A1 Portuguese B2 English

E. Additional requirements

To be completed if necessary, other requirements may be added on academic or organizational aspects, e.g. the selection criteria for students and staff; measures for preparing, receiving, and integrating mobile students and/or staff.

UNIMC:

² [Codes ISCED](#)

³ For an easier and consistent understanding of language requirements, use of the Common European Framework of Reference for Languages (CEFR) is recommended, see <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

In case of additional requirements concerning academic, organizational, or other aspects (e.g. students with special needs) please contact the International Mobility Office: cri@unimc.it.

UFSC:

- The host institution will send a Letter of Acceptance to the admitted students. The letter must be sent promptly for students to obtain the appropriate visa before leaving their country of origin. No student can be enrolled at the host institution without the appropriate visa.
- Exchange candidates, whether they are students, professors, researchers, or administrative staff, should take out insurance valid in the country of destination for the entire mobility period, as required by the host university.
- Exchange candidates, whether they are students, professors, researchers, or administrative staff, will be responsible for all costs related to the exchange, such as visa, passport, tickets, transport, food, and accommodation.
- Exchange candidates, whether they are students, professors, researchers, or administrative staff, do not have to pay taxes at the host institution, except for expenses for extra activities, extra-curricular courses, or any other non-ordinary activities at the host institution. The fees of the sending institution, if any, will be paid according to the policies and regulations of the latter.
- A certificate of academic performance of exchange students will be provided at the end of the courses attended at the host institution, so that the credits can be validated at the home institution.

F. Calendar

Academic Calendar

Receiving institution	1 st semester (fall semester)	Exams of the 1 st semester (fall semester)	2 nd semester (spring semester)	Exams of the 2 nd semester (spring semester)
UNIMC ⁴	end of September – middle of January	beginning of January – end of February	beginning of February – end of May	beginning of May – end of July
UFSC	February / March - mid-June	During the semester	August - mid- December	During the semester

Applications/information on nominated students must reach the receiving institution by:

Receiving institution	Autumn term* [month]	Spring term* [month]
UNIMC	June 15	October 30
UFSC	Dates depend on our Academic Calendar and may vary from year to year	

* to be adapted in case of a trimester system.

UNIMC

⁴ Please check the specific calendar of each Department on this page <http://iro.unimc.it/en/students/incoming-students/erasmus-incoming-students/erasmus-incoming-students/didactics/academic-calendar>

Partner institutions should send their nominations by email (pls. give the student's first and family name, e-mail, area of studies, and the semester of mobility)

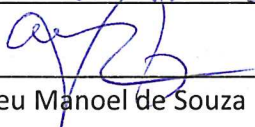
The students accepted will receive a Welcome e-mail and useful information for their future stay at the University of Macerata.

Then the students should apply according to the procedure given:

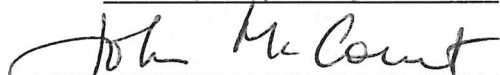
<http://www2.unimc.it/cri/studenti-stranieri/foreign-students-coming-within-international-agreements/enrolment-process>.


Federal University of Santa Catarina (Brazil) University of Macerata (Italy)

Date 16/02/2023


Prof. Irineu Manoel de Souza

Date 10/01/2023


Prof. John McCourt

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82