



Widener University Delaware Law School

DUAL DEGREE PROGRAM SPECIFIC AGREEMENT BETWEEN WIDENER UNIVERSITY DELAWARE LAW AND UNIVERSIDADE DO VALE DO ITAJAI

MASTER IN LAW

PARTIES

Widener University Delaware Law School, (hereinafter “Delaware Law”), a private institution with a professional focus on law, located at 4601 Concord Pike, Wilmington, Delaware 19803, represented by Rodney A. Smolla, Dean Delaware Law, and the **Universidade do Vale do Itajaí** (hereinafter “UNIVALI”), legal person established under private law, located at Rua Uruguai, n. 458, Centro, Itajaí-SC, Brasil, represented by Cássia Ferri, Acting Rector of UNIVALI.

DATE

On this ____ of _____, 2017, Delaware Law and UNIVALI (hereinafter “Universities”) do hereby enter into this Dual Degree Program Agreement (hereinafter “Agreement”), taking into consideration the Memorandum of Understanding signed by both institutions in ____ of _____, 2017.

ARTICLE 1: PROGRAM OF STUDY

- a. The Master of Law at Delaware Law and the Master of Law at UNIVALI requires 24 academic credits of successful completion and for the emission of degree. For UNIVALI are necessary another 6 credits for dissertation. The Universities have here agreed to accept the “double counting” of certain academic credits attached here to as Appendix 1 toward an LLM at Delaware Law and a Master of Law at UNIVALI.
- b. The program of study shall be mutually agreed upon between the Universities. It is contemplated that the Universities shall allow an equivalent of up to 12 academic credits on each University. The compulsory subjects are attached at Appendix 1. It is intended that the students from UNIVALI that complete 12 academic credits at Delaware Law shall have its credits validated at UNIVALI. Similarly, the students from Delaware Law that complete 12 academic credits at UNIVALI shall have their credits validated at Delaware Law.



- c. The Universities will seek to facilitate the emission of the degrees of students enrolled in the Dual Degree Program. Each University will grant a separate academic degree bearing only its name, seal, and signature.
- d. The diploma and its respective transcript of records must have the mention that they were granted in a Double Degree Program with the partner institution, whose name must be explicitly mentioned.
- e. A participating student from UNIVALI will spend an equivalent of two months (June-July) or the term agreed between the parties at Delaware Law. Upon the satisfactory registration at the Master Course, the student of UNIVALI can apply for the Dual Degree Program, and, after the selection process, complete the courses and degree requirements requested by UNIVALI. The student of Delaware Law will spend an equivalent of two months (March-April) or the term agreed between the parties at UNIVALI. Upon the satisfactory registration at the Master Course, the student of Delaware Law can apply for the Dual Degree Program, and, after the selection process, complete courses and degree requirements requested by Delaware Law.
- f. Delaware Law and UNIVALI agree to provide to the Dual Degree Program students informational literature and materials regarding its academic programs of both Universities, as well the Universities agree to promote and support these programs to its undergraduate and graduate law students.
- g. Support and promotion by Delaware Law and UNIVALI shall encompass, but not be limited to, distribution of materials regarding the academic programs, periodic webinars, Skype meetings with the administrators and counseling of students interested in the Double Degree Program.
- h. The goal of the Dual Degree Program is to provide students with the knowledge and analytical skills to successfully engage in the practice of law with scholarly insight and practical expertise.
- i. Delaware Law and UNIVALI are committed to promote the academic production through scientific articles and books during the period in which the student is bound to one of the signatory institutions of this agreement.

ARTICLE 2: TERMS

- a. Students shall apply separately to both Universities and admission is the sole discretion of each University.
- b. During the period of stay at the other University, students shall also retain their student status at the origin University.
- c. While attending Delaware Law, the Dual Degree Program students from UNIVALI shall have the same status as Delaware Law LLM students, being subject to the rules, regulations, rights, and privileges of Delaware Law students. Similarly, while attending UNIVALI, the Dual Degree Program students from Delaware Law shall have the same status as the Master of Law students, being subject to the rules, regulations, rights, and privileges of UNIVALI students.



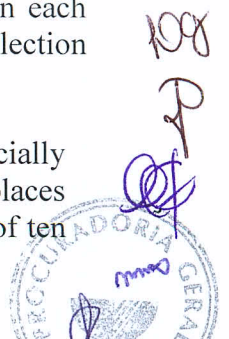
- d. All campus facilities will be available to the Dual Degree Program students at both Universities, with the same conditions and privileges awarded to the non-Dual Degree Program students. This privilege does not extend to spouses and/or dependents.
- e. The Universities are responsible to inform the Dual Degree Program students the courses that are available at both Universities and the courses that can be used to meet Dual Degree Program requirements, attached as Appendix 1 and 2.
- f. Under the terms of this Agreement, neither University is obligated to make any payments of any kind to the other University.
- g. This Agreement will, in no way, be interpreted as creating an agency or employment relationship between the Universities, or as giving rise to a joint venture or partnership between the Universities.
- h. This Agreement is intended to benefit both Universities and is not intended to create rights in any third party.
- i. If this Agreement is terminated, students who have already been admitted to the Dual Degree Program shall have the opportunity to complete their degree.

ARTICLE 3: PURPOSE

- a. The purpose of this Agreement is to foster a spirit of cooperation between these Universities and thereby provide students with an opportunity to earn degrees from both Universities.
- b. It is agreed and understood that each University has the right and responsibility to make changes to its curricula and enrollment standards to maintain its academic integrity and meet accreditation standards. Such changes, if any, will be promptly communicated to the other University in writing.
- c. At the request of either University, a meeting can be held to resolve any problems, monitor the progress, and develop any improvements.

ARTICLE 4: ADMISSION

- a. A student who expresses an interest in the Dual Degree Program must meet the prerequisite requirements for obtaining Master in Law degree from UNIVALI and an LLM from Delaware Law.
- b. The interested students must apply to participate in the selection process on each University. At UNIVALI the selection process will be regulated by a Selection Announcement, according to institutional norms.
- c. The Office of Student Affairs of both Universities are responsible for officially inform the other University the approved students, attending the available places and that will be mutually informed to each selection process, in a maximum of ten (10) each year.



- d. The Universities shall promptly inform the other party if a student withdraws or does not successfully complete the required credits.
- e. Delaware Law and UNIVALI do not discriminate on the basis of color, race, national origin, ancestry, sex, disability, religion, age, sexual orientation, or veteran status in its educational programs, employment programs, or activities.
- f. All Dual Degree courses are required to reflect a performance of a “B” or better, according to the American and Brazilian grading system.
- g. All Dual Degree students shall possess language ability sufficient for comprehension of lectures and for completion of assignments/research at both Universities. UNIVALI students selected for the Dual Degree Program will meet a minimum of 83 on TOEFL or 6.5 on IELTS. Similarly, Delaware Law students selected for the Dual Degree Program shall prove proficiency in the Portuguese language by the Certificate of Proficiency in Portuguese for Foreigners – CELPE-Bras.
- h. Each student will be responsible for providing appropriate documents for the issuance of a student visa in accordance with national laws, including passport.
- j. It is the responsibility of each student to timely obtain a student visa from their home country and to have all necessary immunizations, insurance, and any other required documents completed for admission prior to arrival at the Universities.
- k. Students who successfully complete the Dual Degree Program will be eligible to participate in commencement ceremonies, if applicable, at both Universities.

ARTICLE 5: FUNDING

- a. Dual Degree Program students shall be responsible for payment of tuition and all fees to Delaware Law and UNIVALI. The values are described in the Appendix 1 and 2.
- b. Dual Degree Program students seeking financial assistance shall apply for public or private scholarships in his/her country of origin prior to arrival.
- c. Dual Degree Program students will be responsible for all costs associated with academic credit, travel, books, health insurance, health care, and other necessary insurance, transportation, accommodations, meals, living expenses and any other costs associated with the Dual Degree experience.

ARTICLE 6: ACCOMMODATIONS

Delaware Law and UNIVALI shall, within the limits of their resources and policies, responsibly assist Dual Degree Program students in securing suitable accommodations such as dormitories or off campus affordable accommodations.



ARTICLE 7: PRIVACY

- a. Each authority will provide the other with confidential information necessary for the execution of this Agreement and admission of Dual Degree Program students.
- b. All information utilized within the Universities will only be shared with administration, staff or faculty as necessary to comply with the terms of this Agreement.
- c. Notwithstanding the provisions above, each University may disclose information belonging to the other party if demonstrated that the information:
 1. was publically available;
 2. was legally received; and/or
 3. was already in possession of the party prior to disclosure.

ARTICLE 8: OVERSIGHT

Each University will appoint oversight authority to an office within the University or designed individual. For the purpose of this, the oversight authority will rest upon the following:

Delaware Law:

Name: Eileen A. Grena

Title: Assistant Dean & Director Graduate Programs

E-Mail: eagrena@widener.edu

UNIVALI:

Name: Marcelo Buzaglo Dantas

Title: Specific Director for the Dual Degree Program

E-Mail: buzaglodantas@univali.br

ARTICLE 9: DURATION/AMENDMENTS

- a. This Agreement shall become effective on the date of execution of all parties and it will be effective during the same validity period of the Memorandum of Understanding. The first students from UNIVALI shall begin its activities at Delaware Law during the Summer Semester 2018 (June-July 2018), while the first students of Delaware Law will be able to attend at UNIVALI during the first Brazilian academic semester (May-June 2018).
- b. This Agreement may be terminated by written notice of either party within ninety (90) day's written notice that ongoing activities will come to conclusion.

ARTICLE 10: DISPUTES/INTERPRETATION


- a. The English and Portuguese versions shall reflect exactly the agreement between the parties without any substantial difference.

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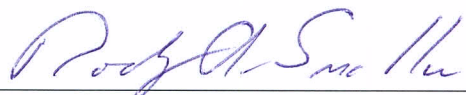
- b. Any dispute related to the interpretation of this Agreement shall be settled amicably between the parties. This Agreement shall be governed by and construed in accordance with the substantive laws of in the jurisdiction of the State of Delaware in the United States of America for any conflict relating to Delaware Law and will be governed and interpreted in accordance to the Brazilian laws in case of any conflict related to UNIVALI.
- c. A specific Jurisdiction should be designated to solve any disputes arising from this agreement, that of the party proposing the application.

This Agreement is to be executed in two (2) original copies in English and in two (2) original copies in Portuguese, each having equal legal force and authenticity.

Widener University Delaware Law School and **Universidade do Vale do Itajaí** has caused its fully authorized representative to execute this Agreement on the dates indicated below.


Universidade do Vale do Itajaí - UNIVALI
Prof. Dr. Cássia Ferri
Reitora em Exercício

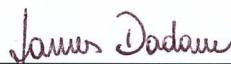
Cássia Ferri
Acting Rector of Universidade do
Vale do Itajaí
Data: 11 October 2017

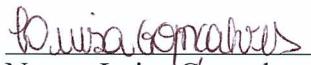


Rodney A. Smolla
Dean of Widener University Delaware
Law School

Data: *October 20, 2017*


Witnesses:


Name: James Dadam
CPF: 982.476.709-68


Name: Luisa Gonçalves
CPF: 095.190.229-61



APPENDIX 1

EQUIVALENCE OF CREDITS FOR STUDENTS ENROLLED AT UNIVALI DOUBLE DEGREE WITH DELAWARE LAW

The students must complete 24 credits within 24 months, in accordance with the internal regulations of each University. The student enrolled at UNIVALI must take 12 academic credits at UNIVALI and 12 academic credits at Delaware Law.

a) DISCIPLINES TO BE COURSED AT UNIVALI

Disciplines	Credits
Political Theory	3 credits
Transnational Governance and Sustainability	3 credits
Fundamentals of Legal Perception	3 credits
Juridical Theory and Transnationality	3 credits
Total	12 credits

b) DISCIPLINES TO BE COURSED AT DELAWARE LAW

Disciplines	Credits
The U.S Legal System	2 credits
LLM Legal Research, Writing & Analysis	2 credits
Advanced Concepts in Corporate and Business Law	2 credits
Human Dignity Rights	2 credits
Environmental Human Rights	2 credits
Anti-Corruption Law (U.S. and International)	2 credits
Total	12 credits

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APPENDIX 2

EQUIVALENCE OF CREDITS FOR STUDENTS ENROLLED AT DELAWARE LAW DOUBLE DEGREE WITH UNIVALI

The students must complete 24 credits within 24 months, in accordance with the internal regulations of each University. The student enrolled at UNIVALI must take 12 academic credits at UNIVALI and 12 academic credits at Delaware Law.

b) DISCIPLINES TO BE COURSED AT DELAWARE LAW

Disciplines	Credits
The U.S Legal System	2 credits
LLM Legal Research, Writing & Analysis	2 credits
Advanced Concepts in Corporate and Business Law	2 credits
Human Dignity Rights	2 credits
Environmental Human Rights	2 credits
Anti-Corruption Law (U.S. and International)	2 credits
Total	12 credits

b) DISCIPLINES TO BE COURSED AT UNIVALI

Disciplines	Credits
Political Theory	3 credits
Transnational Governance and Sustainability	3 credits
Fundamentals of Legal Perception	3 credits
Juridical Theory and Transnationality	3 credits
Total	12 credits

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APPENDIX 3

DUAL DEGREE AGREEMENT – LLM ESTIMATED COST PER SEMESTER FOR UNIVALI STUDENTS

The following table represent the average expenses for the UNIVALI students enrolled to Summer Semester at 2018 (June/July) for the Dual Degree Agreement at Delaware Law:

Expenses	Values	Payable to Delaware Law	Observations
Tuition	\$6,500	Yes	Tuition has been set by the Universities.
Application Fees	Waived	Waived	
Health Insurance	\$ TBA	Yes	All international students must purchase the Widener University medical insurance and have completed the medical immunization form.
Books/Supplies	TBA	No	This number is an estimate and may change depending on additional course selection.
Room	\$1,442	Yes	The Delaware Campus has residence halls for graduate students. Students can also live off campus.
Student Activity Fee	\$ 50	Yes	
Technology service fee	\$ 35	Yes	
TOTAL	\$8,027		

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APPENDIX 4

DUAL DEGREE AGREEMENT – LLM ESTIMATED COST PER SEMESTER FOR DELAWARE LAW STUDENTS

The following table represent the average expenses for the Delaware students enrolled to the activities at UNIVALI during the Summer Semester in 2018 (June-July) for the Dual Degree Agreement at UNIVALI:

Expenses	Values	Payable to UNIVALI	Observations
Tuition	\$6,500	Yes	Tuition has been set by the Universities.
Application Fees	Waived	Waived	-
Health Insurance	Waived	Waived	-
Books/Supplies	Waived	Waived	-
Room	Waived	Waived	The UNIVALI Campus does not have rooms for students.
Student Activity Fee	Waived	Waived	-
Technology service fee	Waived	Waived	-
TOTAL	\$8,027		

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