



UNIVALI

UNIVERSIDADE DO VALE DO ITAJAÍ

**SPECIFIC AGREEMENT BETWEEN THE  
UNIVERSIDADE DO VALE DO ITAJAÍ  
(UNIVALI-BRASIL) AND THE WIDENER  
UNIVERSITY DELAWARE LAW SCHOOL FOR  
THE DEVELOPMENT OF RESEARCH AND  
JOINT SCIENTIFIC PRODUCTION THROUGH  
RECIPROCAL PROMOTION.**

By this instrument, the UNIVERSIDADE DO VALE DO ITAJAÍ, maintained by the Fundação Universidade do Vale do Itajaí, established at Rua Uruguai, nº 458, in Itajaí, State of Santa Catarina, Brazil, represented in this act by its Magnificent Rector, Prof. Dr. Valdir Cechinel Filho, hereinafter referred to as UNIVALI, and WIDENER UNIVERSITY DELAWARE LAW SCHOOL, established at 4601 Concord Pike Wilmington, DE 19803-0406, represented in this act by its Dean and Professor of Law at the Delaware Law School of Widener University, Prof. Rodney Smolla, hereinafter referred as DELAWARE LAW SCHOOL, and CONSIDERING:

- The current covenants of professor and student mobility for the development of teaching, research and extension activities in both institutions;
- The existing partnership between the convenients for conducting joint research and publications developed as a result of research, by professors and students from both institutions in the area of Law and related areas;
- Dual-degree programs shared by those in the MJ, LLM and SJD agreement;
- The research and development of academic works carried out in graduate studies-in the area of Law due to the identity and similarity of the Research Lines of both Institutions.

RESOLVE to sign this SPECIFIC AGREEMENT, which will be governed by the following clauses and conditions:

**FIRST CLAUSE - OBJECT**

The object of the present Agreement is the cooperation between the Participants in the areas of Legal Science and Social Sciences, specifically, with regard to the development of joint scientific production with reciprocal promotion for the publication of research results developed within the scope of the institutions now agreed, in collaboration, from the **Programa de Pós-Graduação *Stricto Sensu* em Ciência Jurídica – PPCJ da UNIVALI** and the **Delaware Law School** for the continuation of the project developed.

**Single paragraph:** Joint scientific production is considered, for the purposes of this Agreement, is the dissemination of research and / or studies developed, encouraging the edition in book format, collection, thematic periodic publication, reference work (such as dictionaries, manuals, catalogs,



guides etc.), CD (audio, data and hybrids), DVD (of documentary, scientific or educational videos, data and hybrids), in any type of printed, electronic or digital media, including files made available for online access or download. Included in the productions established in this paragraph, the edition and translation of the version into another language.

## **SECOND CLAUSE - OBJECTIVE**

This agreement aims to stimulate, select and support scientific research projects to be submitted by researchers from relevant institutions, in the research areas specified in this Agreement, which contribute to the development of scientific investigations and publications of the results of these investigations, in Brazil and in abroad, in order to promote these publications together.

## **THIRD CLAUSE - PROPERTY**

The ownership of the products and documents generated as a result of the execution of this Agreement, as well as the details of the execution schedule will be established in the Term of Grant and Acceptance of Promotion, according to the internal rules and the current legislation of the country of each convention.

**Single paragraph: Delaware Law School** authorizes that, in the publication of a work that is the result of research carried out in the development of a dissertation or thesis produced under the Dual Degree Program among those in agreement, the support of the Higher Education Institution in which the student participated in said Double Degree is informed.

## **FOURTH CLAUSE - employment relationship**

No bond of a labor nature will be established on account of this Agreement between the parties.

## **FIFTH EIGHT - TERM AND TERMINATION**

This Agreement will remain in force for a period of 05 (five) years from the date of signature, with automatic renewal power, and may be terminated or amended at any time by will of either party. The participant who is not interested in it must inform the other of their intention to terminate it, at least 90 (ninety) days in advance, with the exception of activities in progress until the date of its conclusion.

## **SIXTH CLAUSE - JURISDICTION**

The parties elect the jurisdiction of the district of Itajaí - Santa Catarina - Brazil, to settle any disputes eventually brought about by the execution of that term, which are not resolved administratively.

And so they are fair and agreed, after reading and analyzing this instrument, the parties sign it in 04 (four) copies, 02 (two) in Portuguese and 02 (two) in English, with equal legal value, getting 01 (a) copy of each language held by each Party, in view of the 02 (two) witnesses specified below, so that it produces the due legal effects.

Both institutions undertake to comply with and enforce this agreement, for themselves and their successors, in or out of court.

Itajaí, 18 de agosto de 2020.



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Prof. Dr. Valdir Cechinel Filho  
Reitor da Universidade do Vale do Itajaí

**/S/ Rodney Smolla**

Prof. Rodney Smolla  
Dean and Professor of Law at the Delaware  
Law School of Widener University

TESTEMUNHAS:

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Nome:  
CPF:

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Nome:  
CPF:



## GRANT TERM AND ACCEPTANCE OF PROMOTION

### Nº THE PROCESS:

Portion:

Deliberation:

PROJECT:

GRANTOR:

AWARDED:

### APPLICATION PLAN

Costing \$ 0,00

CAPITAL \$ 0,00

TOTAL \$ 0,00

**PROJECT EXECUTION PERIOD:** XX (XX) months after the deposit of the first installment

the development of the Grantor's bank account.

**TECHNICAL-SCIENTIFIC REPORT and ACCOUNTABILITY:** They must be presented together at the Sector (xxxx) of the Convening Institution (xxx) within a maximum period of 60 (sixty) days from the end of the total period of execution of the project.

**PUBLICATION PROPERTY:** define the ownership of the products and documents generated as a result of the execution of the project.

I declare that the data above were checked by me on this date, and they are correct.

City/Country, \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_.

\_\_\_\_\_  
Awarded Signature

\_\_\_\_\_  
Signature of the Grantor