

COJUR-UPM-1810/2018

AGREEMENT FOR JOINT SUPERVISION OF THESES AND DOUBLE/DUAL DEGREE FOR DOCTORATE COURSES

BETWEEN

GOTTFRIED WILHELM LEIBNIZ UNIVERSITÄT HANNOVER

AND

MACKENZIE PRESBYTERIAN UNIVERSITY

This agreement is made between **MACKENZIE PRESBYTERIAN UNIVERSITY (MPU)**, represented by its Rector, Benedito Guimarães Aguiar Neto, with the interveniency of its sponsor entity, **MACKENZIE PRESBYTERIAN INSTITUTE (IPM)**, philanthropic civil association, confessional with educational, social, welfare and health purposes, nonprofit, represented by its President, José Inácio Ramos, with its headquarters at 896, Consolação Street - São Paulo - enrolled in the National Registry of Taxpayers CNPJ/MF under no. 60.967.551/0001-50 – Brazil and, on the other hand **GOTTFRIED WILHELM LEIBNIZ UNIVERSITÄT HANNOVER** therefore referred as **LUH**, higher education institution of nature, VAT DE811245527, with its headquarters at Welfengarten 1 in 30167, Hannover, Germany, represented by its Presidential Executive Committee, represented by its President, Professor Volker Epping, and by the Dean of the Faculty of Architecture and Landscape Sciences, Professor Rüdiger Prasse.

In the spirit of friendship and with a mutual interest in cooperation, **MPU** and **LUH** enter into this **COTUTELLE CONVENTION FOR THE JOINT SUPERVISION OF DOCTORAL AND DOUBLE DEGREE**

WHEREAS:

- a) Both institutions develop actions and lines of collaboration to promote the dissemination and exchange of scientific and cultural knowledge;
- b) Both institutions have the power to confer the degree of Doctor (or PHD).

Both sides recognize the necessary legal capacity to formalize agreement for the international joint supervision of theses for doctorate courses, declaring that are interested in establishing and developing international scientific cooperation aimed at training doctoral students and increase research activities, thus establishing the joint supervision of

COJUR-UPM-1810/2018

doctoral thesis of the Doctoral Course in Architecture and Urbanism offered by MPU, subject to the terms and conditions contained in articles 105, 106 and 136-146 of the General Regulations of the Graduate Stricto Sensu (RE -CONSU-18/2014), and the Doctoral Studies Programme in Architecture and Urbanism, offered by the Faculty of Architecture and Landscape Sciences of LUH, subject to the provisions of the Academic Regulations of the Faculty of Architecture and Landscape Sciences LUH, compromise themselves with this agreement for the international joint supervision of theses for Doctoral Courses governed by the following clauses:

SECTION 1

OBJECT

1. In pursuit of the common objective of stimulating scientific cooperation and promote the instruction of students, this agreement establishes a joint surveillance framework under the Doctoral Course named **Graduate Course in Architecture and Urbanism** of MPU and the Doctoral Course named **Doctoral Studies Programme** in Architecture and Urbanism of the Faculty of Architecture and Landscape Sciences of LUH.
2. The Supervisor of the thesis must be a Professor of the Doctoral Course or Programme of the home University.
3. The Co-Supervisor must be a professor of the Doctoral Course or Programme of the partner university.
4. The subject/theme of the doctoral thesis must be framed according to the research areas of the Doctorate Courses that establish the partnership.

SECTION 2

REGULATIONS AND APPLICABLE LEGISLATION

The parties compromise themselves to act according to legislation in force and according the regulations of both institutions concerning the attribution of the Doctor Degree.

SECTION 3

DURATION OF THE MOBILITY PERIOD AT THE PARTNER UNIVERSITY

1. The minimum length of stay at the partner university is **6** months and may be extended by agreement between the two institutions on a joint proposal of the Supervisor and Co-Supervisor, up to a maximum of **12** months.

COJUR-UPM-1810/2018

2. The total period of stay may be fulfilled once or subdivided into two periods, none of which may be less than 6 months.
3. During her or his stay, the student can take courses at the partner institution according to subjects or credit units of the study programme set by the Supervisor and the Co-Supervisor, regarding the total of credits regulated by her or his home institution.

SECTION 4

THE NUMBER OF STUDENTS

1. Each institution proposes to limit to 5 the number of students involved in joint supervision under this Agreement.
2. Parity in numbers of exchange students is the objective of the agreement. However, each party should be prepared to consider a disparity in any given semester or year during the period of the agreement.

SECTION 5

JOINT SUPERVISION FOLLOW-UP

1. The doctoral student, her or his Supervisor and the Co-Supervisor must decide on how the working time of the doctoral student will be divided between the both institutions.
2. The Work Plan must be framed with guidance of the Supervisor and the Co-Supervisor as well. The referred Work Plan must be attached to the Individual Agreement Addendum of each one of doctoral students who take part of this Agreement.
3. Amendments to the work schedule require consensus between the doctoral student and her or his Co-Supervisors, and must be recorded in amendment to this present instrument, signed by the Co-Supervisors and the student;

SECTION 6

MATRICULATION AND ENROLMENT

The doctoral student shall remain matriculated and enrolled in both institutions during her or his stay in the partner University.

COJUR-UPM-1810/2018

SECTION 7

TUITION FEES AND OTHER CHARGES

1. The doctoral student will pay in her or his home institution the fee of enrollment, tuition and/or registration. The host university will not charge fees for these items. All doctoral students at LUH must pay the "Semesterbeitrag", by State law, for the student services contribution fee, the student union, and the SemesterCard (free regional public transport).
2. The Doctoral Student is responsible for all additional costs of her or his living expenses (e.g. transportation, accommodation, meals) as well as medical insurance charges and visa, including repatriation costs, if applicable;
3. The institutions shall agree on the distribution of any money from any sponsor of the Doctoral Student's research project.

SECTION 8

INSURANCE

1. Each doctoral student should purchase her or his own health and accident insurance. Proof of adequate insurance coverage must be submitted to the responsible office of each institution.

SECTION 9

SUPERVISOR AND CO-SUPERVISOR RESPONSABILITIES IN THE JOINT SUPERVISION PROCESS

1. The Supervisor and the Co-Supervisor will be designated according to the regulations of each institution. They shall commit themselves to play the role of coordinators of studies of the Doctoral Student as defined by the regulations in force in the respective institution.
2. The Supervisor and the Co-Supervisor shall make a conference call whenever necessary regarding the progress of the Student's Work Plan, and also provide at least two sections of joint supervision per year, using, if necessary, Web conferencing resources or other technology resources, as applicable.
3. If the Supervisor or the Co-Supervisor dissociate himself from her or his institution, the regular procedures set by the institution's regulations will be followed in order to designate a new Supervisor or Co-Supervisor.

DC-AJUn-229-B-2018



COJUR-UPM-1810/2018

SECTION 10

THE DOCTORAL QUALIFYING EXAM

1. Regarding the qualifying exam at MPU, the examination committee must be composed of the examiners in accordance with regulations of the Doctoral Course. The Co-Supervisor of the doctoral studies from LUH will also take part in the examination committee, also by web conferencing.
2. Regarding the admission process to the doctoral studies at LUH, the regulations of the doctoral programme have to be adopted. The foreseen Co-Supervisor of the dissertation from MPU can also take part in the process, also by web conferencing.
3. In case of withdrawal of the Doctoral Student, according to the provisions of the previous clauses, the Agreement Addendum for the international joint supervision for Doctoral Student ceases.

SECTION 11

PUBLIC DOCTORAL DEFENCE

1. The doctoral thesis is subject to an only one public defense at the home institution.
2. The examination committee that evaluates the doctoral thesis on the day of the public defense will follow the legal procedures in force at the home institution.
3. The examination committee includes, in addition to the president, at least one professor from each partner institution.
4. The examination committee can integrate the participation of members in attendance or remotely (Web conferencing).
5. If one of the institutions does not agree to the participation of members remotely, it shall be responsible for the travel expenses of these members of the jury.

SECTION 12

PROCEDURES FOR THE PRESENTATION AND DEFENSE OF THE THESIS

1. The thesis must be written in the language (s) established by the regulations of the home Institution and also in the English language, or only in the English language.
2. Regarding the thesis defense, Doctoral Students must meet the requirements of their home Institution in terms of credit units and mandatory scheduled activities.
3. The thesis can be carried on a monograph style or by means of scientific according to the regulations of the home institution.

DC-AJUn-229-B-2018

COJUR-UPM-1810/2018

4. The formatting rules must be in accordance with the general rules of the Doctoral Student home institution.
5. The public act of defense of the thesis must be conducted in the language agreed by the institutions involved.
6. The thesis and exam process must satisfy the principal requirements of each university.
7. The examination commission will decide on the valuation of the thesis and of the defense, following the rules of both partner institutions. For the grading UPM and LUH agree on this concordance:

Grading UPM:

- Approved with praise and distinction
- Approved with distinction
- Approved
- Disapproved

Grading LUH:

- Summa cum laude
- Magna cum laude
- Cum laude
- Rite

SECTION 13

AWARD OF A DOCTORAL DEGREE

1. After the approval in the public defense of thesis the Faculty of Architecture and Landscape Sciences of LUH shall award the candidate with a degree of **Doktor der Ingenieurwissenschaften** or **Doktor der Philosophie** and MPU shall award the candidate with a degree of **Doctor in Architecture and Urbanism**, according to the regulations of each of the universities. MPU will issue the diploma with the identification of the foreign partner institution.
2. It must be specified on the Diploma that the degree was obtained in a double/dual degree Doctoral program with international joint supervision of thesis.
3. The transcripts issued by MPU and by the Faculty of Architecture and Landscape Sciences of LUH to the new Doctors shall contain the nomination and credits of the courses taken. The transcript shall mention that all extra requirements of the course curriculum were fully accomplished, by means of this agreement of double/dual degree Doctoral Programs with international joint supervision of theses.
4. A single defense of the thesis shall take place either at UPM or at LUH. Each Institution shall issue a corresponding PhD diploma.

COJUR-UPM-1810/2018

5. It will be stated in the diploma and/or in a supplement that the obtained degree is a cotutelle degree. The PhD student obtains the right to hold ONE doctoral degree. After the PhD student has received the diploma she/he is not permitted to hold two doctoral degrees simultaneously.
6. For the publication of the doctoral thesis as prerequisite of the degree certificate of LUH the rules at LUH are to be observed. The award of the doctorate is set into effect with the certificate; only then the candidate has the right to hold the title of the degree.

SECTION 14

MEMBERSHIP RULES

1. In all publications, scientific papers and other forms of dissemination of knowledge, the Doctoral Student must necessarily present a double affiliation in accordance with the rules in force in each of the Institutions involved.

SECTION 15

ENTRY INTO FORCE AND TERMINATION

1. The present Agreement shall enter into force after the signature by the legal representatives of the partner institutions.
2. Any modification or adaptation of this Agreement shall be made by means of an Agreement Addendum, previously discussed and agreed between the institutions.
3. The Individual Agreement Addendum can be terminated without prejudice of the works and actions in course:
 - a. By mutual consent of all parties involved;
 - b. The Doctoral Student himself, by a written letter of motivation, keeping the right to follow doctoral process in only one of the institutions;
 - c. The evidence by disciplinary proceedings against the Doctoral Student, based in a serious action contrary to the rules or legislation of both institutions. The student shall have the right and opportunity for a full defense;
 - d. Notification of the institutions, if the doctoral candidate does not demonstrate satisfactory academic progress and have failed the normal procedures of the institution to deal with such a contingency.

COJUR-UPM-1810/2018

4. Before the final termination of the individual Agreement Addendum of joint supervision, and in respect of the principle of good faith, there should be hearings of all parts involved.
5. If the individual Agreement Addendum is terminated, any unused financial assistance must be returned to the sponsor entity.
6. This Agreement shall remain in force for eighth years starting from the moment of the signature by the Institutions. It will be renewed by mutual agreement for the same period, unless one party wants to finish or modify it, giving a six-month written notice to the signatories of this document.
7. This Agreement may be modified by mutual consent of the parts by means of an addendum or amendment.
8. Both parties agree that this contract does not contain any financial obligations for either side.

SECTION 16

ADDITIONAL INFORMATION

1. This agreement applies to all students of the Doctoral Studies Programme in **Architecture and Urbanism** of the Faculty of Architecture and Landscape Sciences of LUH and the Doctoral Course in **Architecture and Urbanism** of the **MPU** who are regularly enrolled.
2. Each doctorate student must sign the addendum to this agreement, according to the model specified in Annex I, which will be dependent and integral part of this Agreement while in force.


SECTION 17

For any disputes relating to this contract which cannot be amicably settled by the parties, the Courts of the country in which the eventual defendant has its domicile, shall have exclusive jurisdiction. Where LUH is the defendant, this contract shall be governed by and construed in accordance with the laws of Germany. Where MPU is the defendant, this contract shall be governed and construed in accordance with the laws of Brazil.

And so, being both parties in accordance, sign the present Agreement in 2 (two) copies of equal content and form, signed before the following witnesses, for a sole purpose.


COJUR-UPM-1810/2018

LEIBNIZ UNIVERSITÄT HANNOVER



Volker Epping
The President

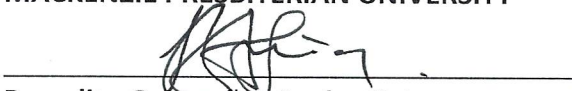
Date: 11/11/2018



Rüdiger Prasse
The Dean of Faculty of Architecture and Landscape Sciences

Date: 09/05/2018

MACKENZIE PRESBITERIAN UNIVERSITY



Benedito Guimarães Aguiar Neto
Rector

Date: / /



Paulo Batista Lopes
Research and Graduate Studies Provost

Date: 30/10/18

MACKENZIE PRESBYTERIAN INSTITUTE




José Inácio Ramos
President

Date: / /

Witnesses:



Name: Maria C. Loge
ID: 5.333.244-1



Name: Mariana Silva de Almeida
ID: 2602384

COJUR-UPM-1810/2018

MODEL FOR THE INDIVIDUAL AGREEMENT ADDENDUM

INSTRUMENT OF INDIVIDUAL AGREEMENT ADDENDUM ACCESSION FOR THE JOINT SUPERVISION OF THESES OF DOUBLE/DUAL DEGREE DOCTORAL COURSES		
<p>Gottfried Wilhelm Leibniz Universität Hannover hereinafter referred to as LUH, public Institution of higher education, VAT DE811245527, with principal office in Welfengarten no 1 in 30167 Hannover, represented by its Presidential Executive Committee, represented by its President, Prof. Dr. Volker Epping, represented by the Dean of the Faculty of Architecture and Landscape Sciences, Prof. Dr. Rüdiger Prasse, with sufficient powers to act on behalf of the Institution and Mackenzie Presbyterian University, São Paulo, Brazil, hereinafter referred to MPU, represented by its Rector, professor Benedito Guimarães Aguiar Neto, with the intervention of its sponsor entity, MACKENZIE PRESBYTERIAN INSTITUTION- MPI, philanthropic civil association, confessional for educational, social, welfare and health purposes, non-profit and without economic purpose, represented by its President-Director, José Inácio Ramos, located at Consolation Street, No. 896, Consolação, São Paulo - SP, Brazil, CNPJ: 60967551 / 0001-50, with sufficient powers to act on behalf of MPI, enter into this Individual Addendum to Agreement of joint supervision, previously signed in order to enable the establishment the present joint supervision of doctoral theses in field of _____ in accordance with the Project entitled _____ whose research will be performed by Doctoral Student qualified below.</p> <p>Foreseen attributed degree at MPU: Doctor in Architecture and Urbanism</p> <p>Foreseen attributed degree at LUH: Doktor der Ingenieurwissenschaften / Doktor der Philosophie (please indicate choice)</p>		
DOCTORAL STUDENT:		
Name:	Phone: ()	Mob: ()
RG/RNE /CC :	CPF/NIF (only MPU students):	Passaport nº:
Place of Birth:	Date of Birth: / /	
Address:	Postcode:	
City:	State/Province:	Country:
Promotion Agency/Sponsor Entity:		
Supervisor (from the home institution):		
Co-Supervisor (from the foreigner institution):		
Student number/Student ID:	-	E-mail:

CLAUSE 1 - The Doctorate Degree will consist of the development of the afore mentioned research project, through activities related to one of the lines of research of the Doctoral Courses and Programmes of **the Faculty of Architecture and Landscape Sciences of LUH** and of MPU under the joint supervision of the Supervisor professor and Co-Supervisor professor.

COJUR-UPM-1810/2018

CLAUSE 2 - The Doctoral Student started the Course on the / / , with completion scheduled for / / .

In the event of force majeure, the doctorate student may formulate a request for an extension of time, which will be decided according to the requirements of the Doctorate Regulation of the institution of Origin.

CLAUSE 3 - The mobility period of the doctorate student at [host university] will commence on / / , with completion scheduled for / / , as provided in the Approved Work Plan which is an integral part of this Addendum, as if it were transcribed in it.

CLAUSE 4 - By signing this Addendum and by the enrollment at the partner university, the Doctoral student shall enjoy all the benefits inherent to the student body, including using the academic structure of the partner university.

CLAUSE 5 – After concluding her or his intellectual production, the Doctoral Student must mention her or his affiliation to the MPU and to the LUH, as well as to the Supervisor professor and Co-Supervisor professor, on the dissemination of the results of her or his doctoral thesis.

CLAUSE 6 - The Doctoral Student is obliged to comply fully with the Rules and other rules issued by the MPU and the LUH, as applicable, responding for their non-compliance with material and moral losses and damages.

CLAUSE 7 - The Doctoral Student shall inform immediately in writing to the Supervisor and Co-Supervisor of any fact that interrupts, suspends or cancels her or his enrolment and the research he is developing, and acknowledges to be responsible for any expenses and consequences caused by the lack of such information.

CLAUSE 8 - Questions and omissions will be resolved by agreement between the parties; In the event of failure, the parties shall jointly appoint a third party, who shall act as arbitrator.

And, because they are in full agreement with the stipulated clauses, the parties sign this Individual Addendum to the AGREEMENT FOR JOINT SUPERVISION OF THESES, in three (3) copies of equal content and form, one of which is destined to the Doctoral Student, for all purposes and effects of law, together with the witnesses.

LEIBNIZ UNIVERSITÄT HANNOVER

Prof. Dr. Volker Epping
The President

Date: __/__/__

Prof. Dr. Rüdiger Prasse
The Dean of Faculty of Architecture and Landscape Sciences

Date: __/__/__

COJUR-UPM-1810/2018

UNIVERSIDADE PRESBITERIANA MACKENZIE

Prof. Dr. Benedito Guimarães Aguiar Neto

Reitor

Data: __/__/____

Prof. Dr. Paulo Batista Lopes

Pró-Reitor de Pesquisa e Pós-Graduação

Data: __/__/____

INSTITUTO PRESBITERIANO MACKENZIE

José Inácio Ramos

Presidente

Data: __/__/____

Estudante de Doutorado

Data: __/__/____

Professor Orientador

Data: __/__/____

Professor Coorientador

Data: __/__/____

Testemunhas:

Nome:

RG:

Nome:

RG: