

MEMORANDUM OF UNDERSTANDING
for a
FRAMEWORK AGREEMENT
between the
UNIVERSITY OF PALERMO
and the
UNIVERSITY OF PORTO

**for the elaboration of PhD theses within the framework of Co-tutelles in
CULTURAL AND LITERARY STUDIES**

The following parties

- The University of Palermo (registered office: Piazza Marina, 61, Palermo, Italy)
represented for the purposes hereof by the Rector, Prof. Fabrizio Micari

and

- The University of Porto (registered office: Praça de Gomes Teixeira, 4099-002 Porto,
Portugal), represented for the purposes hereof by the Rector, Prof. Sebastião Feyo de
Azevedo

hereafter 'the partner institutions',

have

for the University of Palermo:

- Account being taken of Law no.210/98, art.4 on research doctorates;
- Account being taken of Law no.210/98, art.4 on research doctorates;
- Account being taken of Ministerial Decree no.224/99 on rules governing research doctorates;
- Account being taken of Ministerial Decree no.509/99 on rules governing the curricular
autonomy of universities;
- Account being taken of Law no.240/12, art.19 on research doctorates;
- Account being taken of the University Regulations on research doctorates;

for the University of Porto:

- Account being taken of the Decree-Law 74/2006, of March 24th, in its version established by
the Decree-Law 63/2016, of September 13th;
- Account being taken of the General Regulation of Third Cycles of the University of Porto, as
amended by Rectoral Dispatch of July 25th, 2017;
- Account being taken of the University of Porto's Regulation for International PhD Thesis Co-
supervision (*co-tutelle*) Agreements, of June 24th, 2016;

agree to the following

I. Preamble

The aim of this **Memorandum of Understanding** is to establish the **Framework Agreement** between the University of Palermo, Italy (hereafter 'U.Pa'), and the University of Porto, Portugal (hereafter 'U.Po') for the joint supervision of doctoral research within the framework of Cotutelle agreements in the academic area of Cultural and Literary Studies at the partner institutions, in *Studi letterari, filologico-linguistici e storico-filosofici (curriculum: Studi letterari)* at UPa and the Third Cycle in *Estudos Literários, Culturais e Interartísticos* at the U.Po.

The principal anticipated benefits of the present collaboration in this area are that:

- graduates will be well-prepared with the global competencies expected of doctoral graduates for the twenty-first century;
- there will be expanded collaborative research relationships between colleagues at U.Pa and U.Po working at the frontiers of Cultural and Literary Studies;
- there will be new opportunities for mutual cultural, economic and social development at the local, regional and international levels.

For each Third Cycle / Ph.D. student, under the statement of this Agreement, an individual **Co-tutelle Agreement** shall be drawn up, providing for the following essential elements:

1. The Third Cycle / Ph.D. Student: The individual co-tutelle agreement will mention the name, birth date and dates of admission to the doctoral programme in each of the partner institutions.
2. Start date and duration of the Third Cycle / Ph.D.: The individual co-tutelle agreement will mention the date on which the Third Cycle / Ph.D. has started, as well as the duration of each Third Cycle / Ph.D.;
3. Enrolment and payment of fees: It shall be specified in the individual co-tutelle agreement at which of the partner institutions the student shall pay fees; in any case, the Third Cycle / Ph.D. student must be enrolled in both partner institutions for the full duration of the course;
4. Defence of the thesis: It will be specified in the individual co-tutelle agreement at which of the partner institutions the final defence of the thesis will take place and in which language it will be written and the public defence take place.

Article 1 – Joint Supervision and Awarding of Doctoral Degree within the framework of the Co-tutelle Agreement.

The partner institutions agree that they are jointly responsible for the research supervision of the doctoral students and that the responsibility for organising the doctoral examinations and for awarding the doctoral degree will be in line with the relevant regulations at each partner institution.

Article 2 – Application and Admission.

Students wishing to participate as co-tutelle students must apply to and be admitted at both partner institutions within a time-scale to be defined on an annual basis by both partner institutions. Admission to the co-tutelle can only take place after the student has been accepted on either the Ph.D. programme in *Studi letterari, filologico-linguistici e storico-filosofici (curriculum: Studi letterari)* at U.Pa or the Third Cycle programme in *Estudos Literários, Culturais e Interartísticos* at the U.Po.

Article 3 – Supervisor and Co-supervisor.

Once accepted by both partner institutions, and given the specific time frames of each of the Third Cycle / Ph.D. programmes, the student's supervisor will be chosen according to the regulations of each institution. In any case, the supervisors must be staff members of one of the partner institutions and qualified by their institutions to supervise doctoral students in their institution's doctoral programme.

Article 4 – Enrolment.

The doctoral students covered by this framework agreement will (re-)enrol at each partner institution every year until the achievement of the degree is reached.

Article 5 – Duration of the Third Cycle / Ph.D. Course.

The time period of the individual Cotutelle agreement will be at least three years, starting from the date of the student's admission. In the event that it is necessary, the period may be extended taking into account the regulations which govern the permitted length of Third Cycle / Ph.D. programmes at the partner institutions.

Article 6 – Residence and research periods.

The doctoral students covered by this framework agreement will spend research periods at each of the partner institutions. The period of attendance in each of the partner institutions shall be specified in the individual Cotutelle agreement. In any case, the Third Cycle / Ph.D. student must spend at least one academic year in each of the partner institutions;

Article 7 – Diploma.

Upon completion of the requirements set down in the individual Cotutelle agreement, students will be awarded a Ph.D. degree in *Studi letterari, filologico-linguistici e storico-filosofici (curriculum: Studi letterari)* issued by the U.Pa and a Doutor degree in *Estudos Literários, Culturais e Interartísticos* issued by the U.Po.

Article 7 – Exchange of Teaching Staff

The participating institutions will facilitate the exchange of teaching staff members within the framework of this Agreement and will, on an annual basis, indicate the names of those professors who would be willing to participate in a short-term teaching mission at the partner institution.

Article 8 – Financial stipulations.

8.1 Fees. The doctoral students covered by this framework agreement are liable to pay U.Pa's regulatory stipulated fees while they are at the U.Pa; students are liable to pay the U.Po's regulatory stipulated fees while they are at the U.Po. At the same time, the doctoral student must pay, on a yearly basis, to both institutions, whenever applicable, the internally required administrative fees to ensure his/her condition of regular student, in particular those referred to enrolment and academic insurance.

8.2. Finance Plan. An annual finance plan will be agreed by the Directors of the Ph.D. programme in *Studi letterari, filologico-linguistici e storico-filosofici (curriculum: Studi letterari)* at U.Pa and the Third Cycle programme in *Estudos Literários, Culturais e Interartísticos* at the U.Po, at the beginning of every academic year, detailing costs arising within the framework of the Cotutelle agreements with regard to administration and organisation and sources of funding. Furthermore, any scholarships at either of the two partner institutions which might be made available to the doctoral students covered by this framework agreement will be included in the Finance Plan.

Article 9 – Insurance.

Doctoral students covered by this framework agreement shall comply with the obligation to take necessary steps to be covered by health and other required types of insurance in both Portugal and Italy. At the U.Po., and upon payment, on the act of registration, the doctoral student will have to subscribe to the required academic insurance.

Article 10 – Personal Data Transmission

For personal data transmissions from potential beneficiaries (“data subjects”) covered by this Memorandum or other related Agreements, each Party shall comply with the regulations of privacy legislation and shall take required technical and organizational measures to protect such data, for example, but not limited to, against unauthorized access, unauthorized modification or passing on, in particular in case of transmission of such data in a network.

In the case of a personal data breach or suspect of a personal data breach, the Responsible Party notify the Other Party, not later than 72 hours after having become aware of it, of the nature of the personal data breach and provides a brief report with all the relevant information of the personal data affected, probable causes and consequences, and adopted measures to repair the breach.

For the purposes of this Agreement, personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Each Party shall be liable to the Other Party for damages it causes by any breach of these clauses, as well as for damages caused to the data subjects. Liability as between the parties is limited to actual damage suffered.

In case of doubt, is subsidiary applicable Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Article 11 – Administration.

Tasks associated with the administration of the present collaboration are to be managed by the appropriate institutional and departmental offices at the partner institutions. Each institution agrees to appoint a co-director to manage the present collaboration at his or her institution and to coordinate with the other institution.

Article 12. Research and Intellectual Property Rights

The protection of the dissertation content and the publication, exploitation and protection of the results of the involved research activities and materials will be subject to the regulations of both institutions and governing regulations.

Article 13. Termination and Teach Out

This Framework agreement becomes effective on the date of its signature and is valid for the period of five (5) years after which it will be automatically terminated. The agreement may be renewed upon mutual written consent by both universities at least six (6) months prior to the date of termination. This Framework Agreement may be terminated by either of the partner institutions by giving written notice to the other one year in advance. In the event of termination U.Pa and U.Po agree to fulfill their obligations with the students already participating with a valid individual Cotutelle agreement, according to the conditions of the Agreement and applicable programme requirements.

Article 14 – Effective Date

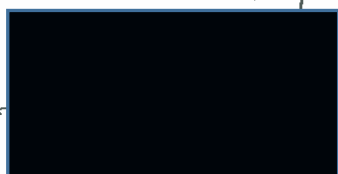
This Framework Agreement enters into effect on the date of signing by the authorized representatives of U.Pa and U.Po.

SIGNATURES

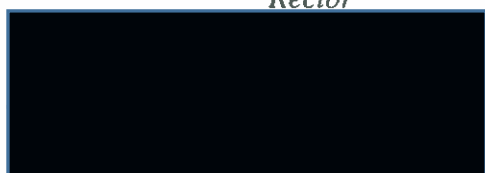
The present Framework Agreement is done in 4 (four) copies of equal content and form, in English, with 2 (two) copies for each university.

By the University of Porto:

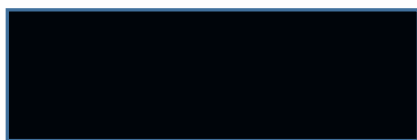
In Porto, 11 / May / 2018



Prof. Sebastião Feyo de Azevedo
Rector



Prof. Fernando Ribeiro
Director of the Faculty of Letters



Prof. Carlos de Azevedo
*Director of the Doctoral Programme of in
Literary, Cultural and Interart Studies*

By the University of Palermo:

In Palermo, ____ / ____ / 2018

Prof. Fabrizio Micari
Rector

Prof. Leonardo Samonà
*Director of the Department of Science
Umanistiche*

Prof. Marina Castiglione
*Director of the Doctoral Programme of Studi
Letterari Filologici e Linguistici*