

Partnership agreement governing the joint supervision and awarding of a doctorate diploma between the Universiteit Antwerpen (Belgium) and the Federal University of Espirito Santo (Brazil)

Between

- Universiteit Antwerpen
hereby duly represented by Prof. dr. Ann De Schepper, Vice-Rector for Education,
with registered offices at: Prinsstraat 13, 2000 Antwerp (Belgium)

and

- Federal University of Espirito Santo
hereby duly represented by Prof. Reinaldo Centoducatte, Rector,
with registered offices at: Av. Fernando Ferrari, 514 – Goiabeiras, Vitória/ES, Brazil CEP
29.075-910

jointly referred to as the **'the partner institutions'**

and

- Mr. João Paulo Brito Gonçalves, hereinafter duly referred to as **'the PhD student'**,

in which the aforementioned parties are jointly referred to as **'the parties'**,

and in due observance of the following:

- the Higher Education Code dated October 11th 2013, ratified by the Decree dated December 20th 2013;
- the Flemish Government's decision of December 12th 2014 establishing the form of the higher education diploma and the content of the accompanying diploma supplement;
- the General PhD Regulations for obtaining the academic degree of doctor at the Universiteit Antwerpen, approved by the Board of Governors on January 30th 2018;
- the PhD Regulations of the Applied Engineering Faculty of the Universiteit Antwerpen, approved by the Faculty Board on August 31st 2018;
- the Research and Collaboration Agreement AUHA, the UA valorization Regulation, article 169 ter of the Decree concerning the universities and university colleges in the Flemish Community of June 12th 1991 (inserted by Decree of 14/07/98, as modified by Decree of 19/03/2004)
- General Regulation for Graduate Studies at Ufes n. 11/2010 dated April 13th 2010;
- Resolution n. 36/2010 of the UFES Council for Teaching, Research and Outreach (CEPE) dated June 30th 2010;
- the readiness on the part of the professors Johann Marquez-Barja (Universiteit Antwerpen) and Rodolfo Silva Villaça (Federal University of Espirito Santo) to assume supervision of the joint doctorate in execution of the present agreement;

the following has been agreed:

Article 1. – SUBJECT: JOINT SUPERVISION AND AWARDING OF DOCTORATE TITLE.

The partner institutions hereby agree they shall jointly organise the supervision of the doctoral research of 'the PhD student', as well as jointly stage the doctoral exam and the awarding of the doctorate title.

The PhD student's identity details are:

Name and first name: Brito Gonçalves, João Paulo

Date of birth: 25/10/1980

Place of birth: Miracema (Brazil)

Nationality: Brazilian

Address (for correspondence): Arquimedes Vivacqua 95; 29060360 Vitoria; Brazil

Official residence (if other than above):

Email: jpaulobg2005@gmail.com

Article 2. – SUPERVISION OF THE PHD STUDENT.

The PhD student is to be coached and tutored by the following supervisors:

- At the Universiteit Antwerpen
 - Name: Johann Marquez-Barja
 - Faculty or Department: Faculty of Applied Engineering; Department of Electronics - ICT
 - Position: professor
- At Federal University of Espirito Santo:
 - Name: Rodolfo Silva Villaça
 - Faculty or Department: Production Engineering
 - Position: professor

The aforementioned persons undertake to fully exercise the function of promoter relative to the PhD student. In this role they consult each other whenever they deem it necessary, in order to assess the evolution of the doctoral research.

Article 3. – Home institution

The Federal University of Espirito Santo is the home university.

Article 4. – ADMISSION TO DOCTORAL PROGRAMME – SUBJECT OF THE DOCTORAL THESIS.

The PhD student has been given admission to the doctoral programme by the partner institutions involved:

- At the Universiteit Antwerpen:
 - admitted to the doctoral programme in Applied Engineering on the following date: 15/11/2019
- At Federal University of Espirito Santo:
 - admitted to the doctoral programme in Informatics on the following date: 11/12/2018

The subject of the doctoral thesis is: *Dynamic Network Management using Smart Contracts and Blockchains*



Article 5. – ENROLLMENT AND TUITION FEES.

Each academic year, the PhD student is required to re-enroll with each of the partner institutions. He shall be required to pay each institution the doctoral tuition fee charged by the institution concerned.

Registration at the Universiteit Antwerpen requires payment of a tuition fee in the first year of registration, as well as the year of examination of defence.

Article 6. – DOCTORAL STUDY PROGRAMME

The PhD student is exempted from the requirements of the mandatory Doctoral Study Programme (DSP) at the Universiteit Antwerpen before proceeding to the defence of his PhD.

Article 7. – AWARDING OF DIPLOMAS

If the PhD student successfully passes the joint doctoral exam, he shall be awarded a double diploma by the partner institutions in which he is awarded the following degrees:

- Doctor in de toegepaste ingenieurswetenschappen [Doctor of Applied Engineering – PhD] – (Universiteit Antwerpen)
- [Doctor in Informatics] – (Federal University of Espirito Santo)

On reception of the examination statement and report, the Federal University of Espirito Santo delivers its doctoral degree. Universiteit Antwerpen also delivers its own Doctoral degree, with in both cases the full rights and prerogatives attached to these degrees. Both degrees must mention the collaboration between the partner institutions and that the PhD was jointly supervised by the partner institutions. The degrees must be delivered within a reasonable term, that is fixed at 3 months after the defence. The date of defence on both diplomas should be identical for the joint diploma to be valid.

Article 8. – INSURANCE.

The PhD student undertakes to make all steps necessary in order to arrange due health insurance, insurance cover against physical injuries and civil liability whilst performing his duties pertaining to the doctoral research at the partner institutions involved, in pursuance of the rules and regulations that apply within the institution(s) concerned and in compliance with national statutory regulations as applicable in the institutions involved.

Article 9. – RESIDENCY AND RESEARCH PERIODS

The PhD student shall spend alternate or consecutive research periods at one of the partner institutions. The research periods are to be agreed in joint consultation between the PhD student and the supervisors. The supervisors shall see to it that the PhD student conducts his research efforts during a 6-month time span at a minimum in each of the partner institutions.

Article 10. – DOCTORAL JURY

The jury hearing the single, public doctoral exam (doctoral thesis and the defence of the thesis) will be composed of members of all partner institutions. At a minimum, it will consist of five members, including the supervisors of all partner institutions.



Furthermore, the regulations of all partner institutions concerning the composition of the doctoral jury shall be taken into account. The institution deciding on the composition of the doctoral jury shall notify the partner institution on its decision.

Article 11. – DEFENCE OF THE DOCTORAL THESIS

The single, public defence of the doctoral thesis is to take place at Federal University of Espirito Santo, but is duly recognized by all institutions involved.

Before the public defence, an internal defence will take place at Universiteit Antwerpen.

The PhD student must provide a copy of the doctoral jury's deliberation report to the bodies in charge of administering the students concerned and their diplomas within each of the partner institutions (for the Universiteit Antwerpen: diploma@uantwerpen.be).

The defense of the thesis can only take place after the partnership agreement has been signed by all parties. Furthermore, the time between the date of the signed agreement and the date of the defense should be at least six weeks. Otherwise the Universiteit Antwerpen cannot guarantee that a double or joint degree will be awarded.

Article 12. – LANGUAGE DOCTORAL THESIS:

The doctoral thesis is to be written in English.

The defence of the doctoral thesis is done in English.

An abstract of the doctoral thesis is to be written in Dutch and English.

Article 13. – ANNOUNCEMENT DEFENCE DOCTORAL THESIS

The PhD student informs among others the student administration of the Universiteit Antwerpen (doctoraat@uantwerpen.be) by e-mail about the public defence at least three weeks before the defence will take place by using the electronic form "Information regarding the defence of the PhD thesis".

Article 14. – DEPOSIT OF PHD-THESIS IN LIBRARY

Two hard copies of the thesis, as well as a digital copy of the thesis, will be handed in by the PhD student to the central office of the library of the Universiteit Antwerpen (email: helpdesk@library.uantwerpen.be).

Article 15. – PROTECTION OF RESEARCH RESULTS AND PROPERTY RIGHTS

Nothing in this agreement shall prejudice the rights of ownership of any party in and to its Background knowledge and relevant intellectual property rights existing prior to this agreement or generated outside the framework of the doctoral research.

'Background' shall mean information, techniques, know-how, software and materials – regardless of the form or medium in which they are communicated or registered – including any relevant intellectual property rights, made available before or after the date of this agreement by the party who owns them or who has rights on/in them, with the aim of using it in the implementation of the doctoral research.

'Results' shall mean the results, including but not limited to information and materials, regardless of whether they can be protected, and all related intellectual property rights arising from the doctoral research.

Each partner Institution shall be the sole owner of the Results, solely generated by its staff, including the PhD student. Each partner Institution owner may decide at any time to protect his Results with any appropriate rights or title, such as patent application, in its own name and at its own costs in any country whatsoever, mentioning the inventor's name.

If, while carrying out the doctoral research, the partner institutions jointly contributed to Results in a way that these Results are indivisible and that it is impossible under applicable law to divide these Results for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any protection under other intellectual property right, the institutions shall be joint owners of these Results in proportion to their intellectual contribution to such joint Results (hereinafter "Joint Results").

The partner institutions will jointly act in submitting applications aimed at obtaining and/or maintaining appropriate protection for Joint Results, to be done in the name of both partner institutions. The partner institutions, represented by their respective technology transfer offices (as mentioned hereinafter), shall enter into a written agreement designating the partner institution that will take the lead in the procedures aimed at obtaining, maintaining and enforcing all relevant protection, the financing of such relevant protection and the apportionment of the rights resulting from the exploitation of the protected Joint Results. The other partner institutions will be notified in advance of the costs and revenues, based on the principle that the costs incurred or to be settled and the revenues obtained will be shared between the partner institutions in proportion to their share in the ownership of the Joint Results, unless otherwise agreed.

If an institution wishes not (any longer) to participate in the costs of the applicable protection of any Joint Result, then such institution shall forfeit all rights related to such protection, but shall be compensated from the proceeds for the costs related to such protection of the Joint Result it already has incurred. An institution that wishes not (any longer) to participate, shall retain free of charge, a non-exclusive license to use such Joint Results for internal non-commercial research purposes only.

All registered intellectual property rights (e.g. patents) related to Results shall be notified without delay in writing to the tech transfer office of each partner Institution.

For **Universiteit Antwerpen**
Valorisation Office UAntwerp
Middelheimlaan 1
2020 Antwerpen

Tel: +32 (0)3 265 30 25
valorisatie@uantwerpen.be

For **Federal University of Espirito Santo**
Secretaria de Relações Internacionais
Av. Fernando Ferrari, 514 – Goiabeiras
Vitória/ES – Brasil
29.075-910
+ 55 27 3145-9205
acordos.internacional@ufes.br

Each partner institution shall have, free of charge, a worldwide, non-exclusive, non-transferable, non-sublicensable right to use all Joint Results for further internal non-commercial research and education purposes.



Notwithstanding the above, no prejudice is made to the Regulations on Copyrights on doctoral theses of each partner Institution applicable to the doctoral research.

Article 16. – CONFIDENTIALITY

Each party agrees not to disclose to any third party any information disclosed to it under this agreement and marked by the disclosing party as confidential or stated in writing to be confidential. This obligation shall remain in force for a period of five (5) years from the date of disclosure or from the termination date of this agreement, whichever is longer.

The above obligations of confidentiality shall not apply to information which i) was in the possession of the recipient prior to initial receipt of this agreement, ii) is now or later becomes generally available to the public without breach of this agreement, iii) is received without restrictions on its use or secrecy from a third party having the right to disclose such information, iv) the disclosing party gives the receiving party written permission to publish or use, v) the receiving party develops independently of any disclosure hereunder, or vi) the receiving party is required to disclose by law.

The PhD student undertakes not to disclose any personal, confidential or secret files, data, information or manufacturing methods of either of the partner institutions or made available to him or that he might come to know of during the PhD study and he agrees to remain discreet both during and after the PhD study.

The PhD student will not take or send any documents (or copies) which were entrusted to him during the execution of this PhD outside of the workplace.

The PhD student acknowledges that, notwithstanding potential criminal charges and/or claims of damages, any breach of this article means the end of the PhD and possibly disciplinary measures by the partner institution.

Article 17. – PUBLICATIONS

Each publication or disclosure (including the doctoral thesis) of the Results of the doctoral research project shall be submitted for review to the other partner Institution (s) at the latest thirty (30) calendar days prior to the submission of the publication or presentation. The other partner Institution (s) may examine the proposal for a period of thirty (30) days and formulate proposals: (i) for removal of the Confidential Information disclosed by such partner Institution, and/or (ii) to reasonably delay the publication to allow the protection of the Results. Such reasonable delays shall not exceed three (3) months from the date of receipt of the draft publication. In the absence of comments within the period of thirty (30) calendar days, the publication or presentation shall be deemed permitted.

Each partner Institution undertakes to collaborate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree. Without detracting from any confidentiality obligation, such publication and defense may not be delayed for a period of more than six (6) months.

Publications should refer to the partner institutions' collaboration and, at either partner institution's request, shall name said partner Institution's staff members involved in generating the Results, taking into account the generally accepted authorship guidelines for scientific publications.

Article 18. – EFFECTIVE DATE AND PERIOD OF VALIDITY OF THE AGREEMENT.

The present agreement comes into force on the date of signature by the last signing party and shall then have a retroactive effect as from the start of the doctorate¹. It will expire either on the day after the diploma is awarded, or by a denial to further requests for (yearly) enrolment of the PhD student at the institution. Such denial to reenrolment is possible after a negative evaluation of the PhD student by the individual PhD commission and a negative advice of the faculty.

In the event the student fails to follow internal or external regulations and/or guidelines at either of the partner institutions, the current contract can be terminated with immediate effect by either of the partner institutions by notifying the other institution and the PhD student in writing.

Approved by the Applied Engineering faculty board of the Universiteit Antwerpen on 21/08/2020

Drawn up in 3 original copies,

For Universiteit Antwerpen

For Federal University of Espirito Santo



Prof. dr. Johann Marquez-Barja
Supervisor Universiteit Antwerpen




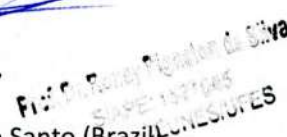
Prof. dr. Rodolfo Silva Villaça
Supervisor Federal University of Espirito Santo



João Paulo Brito Gonçalves
PhD student
Date: 22/07/2020




Prof. dr. Ann De Schepper,
Vice-Rector for Education,
Universiteit Antwerpen (Belgium)
Date: 13/10/2020

Prof. Reinaldo Centoducatte,
Rector
Federal University of Espirito Santo (Brazil)
Date: 22/02/2021

Annex

¹ The start of the doctorate is considered to be the date of first enrolment at the home institution.



For the Universiteit Antwerpen the diploma will be drawn up by
Tine Leonard: tine.leonard@uantwerpen.be 0032 3 265 56 35

For the Partner institution the diploma will be drawn up by
Carlos Cleto Rodrigues: carlos.rodrigues@ufes.br / +55 27 4009 7841

A handwritten signature in black ink, consisting of a stylized, circular scribble.A small handwritten mark or symbol, possibly a stylized 'P' or a similar character.