

UNIVERSITÀ DEGLI STUDI DI PALERMO			
Titolo Classe Fascicolo			
17 GEN. 2019			
3834	UOR	CC	RPA



Università degli Studi di Palermo		
Dipartimento di Giurisprudenza		
Titolo <u>III</u>	Classe <u>6</u>	Fascicolo
N. <u>3427</u>	Data: <u>28/09/2018</u>	
UOR	CC	RPA

UNIVERSITÀ DEGLI STUDI DI PALERMO

AREA RICERCA E SVILUPPO

SETTORE FORMAZIONE PER LA RICERCA

UOB 19 CONVENZIONE E CONSORZI PER DOTTORATI DI RICERCA

AGREEMENT ON THE CONTRIBUTION TO THE DOCTORAL COURSE (Ph.D.) ON “HUMAN RIGHTS: EVOLUTION, GUARANTEE AND LIMITS”, ACADEMIC YEARS 2018/2021, ITALIAN ACADEMIC CYCLE XXXIV.

BETWEEN

The University of Palermo (hereinafter “UNIPA”), located in Palermo, Italy and represented by its current Rector, Prof. Fabrizio Micari, born in Palermo, Italy, on the 14th of February 1963, C.F. n. 80023730825;

AND

The University of Makeni (herienafter “UNIMAK”), located in Makeni, Sierra Leone and represented by its current Vice-Chancellor, Dr. Joseph Turay, born in Freetown, Sierra Leone on 31 March 1966, UNIMAK having legal personality recognized by the government of Sierra Leone, and accredited by the Tertiary Education Council of Sierra Leone (hereinafter “TEC”), and the Vice-Chancellor authorized by University Senate Decision No. OC/8/5/0001 of 8 May 2016.

For this agreement, the legal address will be Vice-Chancellor Joseph Turay, UNIMAK, P.O. Box 1, Makeni, Sierra Leone.

This Agreement shall be implemented without discrimination as to gender, religion, nationality, ethnicity, race, age, disability, or any other special characteristic.

IN CONSIDERATION

- a) of article 4 of Italian Law no. 210 of 3.7.1998 concerning the regulations on doctoral courses in Italy;
- b) of D.M. of 18.6.2008 concerning the amount of doctoral scholarships;
- c) of art. 19 Italian Law 240 2010 concerning the regulation of doctoral courses in Italy;



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- d) of art. 10 of D.M. n. 45 of 8th of February 2013 (published on G.U. n.104 del 6.5.2013) concerning “norms on joint doctoral programs with foreign institutions”;
- e) of “Regulation on Doctoral Program of the University of Palermo” issued with D.R. n. 924/2016, and the draft Regulations for the XXXIV cycle;
- f) of the fact that the establishment of the Doctoral Course (Ph.D.) on “Human Rights: evolution, guarantee and limits” depends on the last decisions of the authorities of the University of Palermo for the cycle XXXIV;

in light of the previous considerations, which form part of the agreement for the establishment of the Doctoral course cycle XXXIV academic years 2018-2021,

the parties agree as follows:

ART. 1

(Administrative institution)

The University of Palermo, taking into account what has been stated under point "f" above, is committed to establish a doctoral course (hereinafter “Ph.D.”) on “Human Rights: evolution, guarantee and limits”, Cycle XXXIV, Academic Years 2018/2021. The administrative body for this doctoral course is the University of Palermo. The duration of the doctoral course is three years. Admission procedures are those defined in the announcement of the competition for students for the doctoral course.

ART. 2

(Administrative procedures)

UNIPA and UNIMAK commit themselves to support the doctoral course for its whole duration and to make available the facilities and resources necessary for the sustainability of the course.

Both partner universities guarantee the necessary staff, both administrative and academic, working at each partner university for the doctoral course.

Each partner university agrees to finance the mobility costs of its academics and/or doctoral students who participate in this doctoral course and to ensure the facilitation of the research and the supervision necessary for completion of Ph.D.



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ART. 3
(Scientific Board)

The Scientific Board is responsible for ensuring the functioning and academic integrity of the doctoral course. The Scientific Board:

- defines the research lines of the course;
- elaborates the scientific goals and the programs of study;
- organizes in detail the teaching activities required to obtain the doctorate title;
- and evaluates the progress and final work of the doctoral student, taking into account the availability of teaching and scientific resources at the partner institutions and the services available for professors and students.

For the duration of this agreement, a Professor designated by the UNIMAK in writing, who has at least five years of relevant international-level publications, shall serve on the Scientific Board of the doctoral course.

ART. 4
(Scholarships)

UNIPA will finance at least of one scholarship for the whole duration of the Course.

UNIMAK will finance at least one scholarship, depending on budget availability, for the whole duration of the Course.

The amount of scholarships shall be determined by specific agreements to be executed at later dates, but shall be sufficient to guarantee adequate resources to the doctoral student and at each partner university to enable the completion of the doctorate.

ART. 5
(Activities to conduct)

Each partner university shall facilitate:

- the implementation of research and teaching programs established by mutual agreement between the partner universities;
- the exchange of professors, researchers, and doctoral students between the partner universities;
- participation in management of agreement's execution and the evaluation of the doctorate research, including by participation in agreed committees;
- free access to the structures and libraries at each partner university;
- the use of the equipment related to the research at each partner university.



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ART. 6
(Responsibility for the Doctoral Course)

Responsibility for the doctoral course shall be shared by each partner university. Each partner university shall agree in writing before the commencement of study of any student to an academic who will represent each respective partner university and who will be responsible for the implementation of this agreement. The collaborative activities are open to the members of the Scientific Board of the Doctorate and to the Doctoral students who are regularly enrolled.

ART. 7
(Mobility of the foreign doctoral student with scholarship)

The doctoral student that obtains the scholarship from UNIMAK will spend at least six months at UNIPA during the course of the study in a program that has been agreed in writing between the parties. In addition, the doctoral student will take part in compulsory doctoral activities via the Internet when not in Palermo.

The doctoral student will carry out the research towards a Ph.D. under the supervision of two thesis supervisors - one from UNIPA and one from UNIMAK. The two supervisors will jointly exercise the function of scientific supervisor of the student and are responsible for the student doctorate education and research training. Both supervisors commit themselves to exercise the functions of supervisor of the doctoral student's research with due diligence.

Annually, the doctoral student shall present a detailed report concerning the progress made towards completion of their thesis. No later than 18 months after enrollment, the doctoral student shall present a preliminary draft of at least ten thousand words and may be asked to defend this draft in a written or oral examination that is set by the Scientific Board.

The doctoral thesis shall be written in English and shall be discussed in one of the languages of the partner institutions (English or Italian) at the election of the doctoral student. The thesis must contain a summary in both languages.

The final examination of the thesis will take place at the UNIPA in Palermo.

Health insurance will be guaranteed to the professors, researchers and students.



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affected by this agreement in accordance with the Italian law and international treaties concerning mutual assistance and insurance between Italy and Sierra Leone.

ART.8
(Award of the title)

Upon successful completion of the study the title of "Doctor of Philosophy" shall be awarded by the "University of Palermo".

ART. 9
(Duration of the agreement)

This agreement has immediate effect from the day of its signing by the partner institutions and remains in effect until the end of the doctoral course.

ART. 10
(Registration of the agreement)

Registration of the agreement shall respect Italian law D.P.R. 634/1972 as amended. The payment of fees is at the expense of the Partner requests the registration.

ART. 11
(Final provisions)

Anything not specified in the Agreement is governed by Italian Law 240/2010, D. M. N. 45, 8th of February 2013, published in G.U. n. 104, 5th May 2013, and by the "Regulation on Doctoral Program of the University of Palermo" issued with D.R. n. 924/2016, and to the other norms concerning the Doctoral course and to the existing legislation.

If any dispute arising concerning this Agreement, including its validity, interpretation or, the performance of this Agreement, shall be settled by the District Court of Palermo in Italy.



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On behalf of UNIPA, the administrating institution,

[Redacted]
Rector Prof. Fabrizio Micari

On behalf of UNIMAK,

[Redacted]
Vice-Chancellor Prof. Joseph Turay

Date [Redacted] 04/10/2018



**University Of Makeni
(UNIMAK)**

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4th October, 2018

Professor Fabrizio Micari
Rector of the University of Palermo
Piazza Marina, 61
90133 - Palermo Italy

Dear Colleague Professor Micari,

Further to the Agreement on the Contribution to the Doctoral Course (Ph.D.) on "Human Rights: Evolution, Guarantee and Limits", Academic Years 2018/2021, Italian Academic Cycle XXXIV (the Agreement), entered into between the University of Palermo and the University of Makeni for the granting of a research degree of doctorate (Ph.D.), I am nominating Professor Curtis F.J. Doebbler, Research Professor in Law at the University of Makeni to serve on the Scientific Board of the doctoral course in accordance with article 3 of the Agreement and to carry out the other duties connected with the implementation of the Agreement, including the supervisory activities stipulated in article 7, paragraph 2 of the Agreement.

I am also enclosing a duly executed copy of the agreement, an electronic copy, which has already been communicated to your University.

Please accept my expression of appreciation for this cooperation agreement and my hope that our countries, institutions, students, and staff will reap mutual benefits from this valuable cooperation.

Sincerely yours,


Professor Joseph Alimamy Turay
Vice-Chancellor
