



Delibera n. **222/2015** del Consiglio di Amministrazione del **14/07/2015**

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OGGETTO: Accordo quadro di collaborazione con la Fondazione IES Abroad, organizzazione statunitense, con sede a Chicago, che dal 1950 organizza programmi di studio all'estero

N. o.d.g.: 09/02

Rep. n. 222/2015

Prot. n. 22681

UOR: Servizio Ricerca e Relazioni internazionali

| Nominativo | F | C | A | As |
|------------------|---|---|---|----|
| Vilberto STOCCHI | X | | | |
| Massimo BERLONI | | | | X |
| Vittorio LIVI | | | | X |
| Tiziana PRIMORI | | | | X |
| Massimo BALDACCI | X | | | |
| Bonita CLERI | X | | | |

| Nominativo | F | C | A | As |
|---------------------|---|---|---|----|
| Tonino PENCARELLI | X | | | |
| Stefano PAPA | X | | | |
| Mary Cruz BRAGA | X | | | |
| Giuseppe DE LORENZO | X | | | |
| Chiara SISTI | X | | | |

Legenda: (F - Favorevole) - (C - Contrario) - (A - Astenuto) - (As - Assente)

Partecipano il Pro-Rettore Vicario Prof. Giorgio Calcagnini e il Direttore Generale Dott. Alessandro Perfetto.

| Collegio dei Revisori dei conti | | | |
|-------------------------------------------|-------|--------|------|
| Nome | Pres. | Ass.g. | Ass. |
| Dott.ssa Maria Luisa DE CARLI, Presidente | | X | |
| Dott.ssa Gerardina MAIORANO | | X | |
| Dott. Vincenzo GALASSO | | X | |

Il Consiglio di Amministrazione

- Visto lo Statuto della Università degli Studi di Urbino Carlo Bo emanato con Decreto Rettoriale n. 138/2012 del 2 aprile 2012, pubblicato sulla Gazzetta Ufficiale Repubblica Italiana – Serie Generale del 16 aprile 2012 n. 89;
- Vista la proposta di accordo quadro pervenuta dalla Fondazione IES Abroad, con la quale è in corso da diverso tempo una collaborazione informale di docenti del DISCUM;
- Considerato che IES Abroad è un'organizzazione statunitense, con sede a Chicago, che dal 1950 organizza programmi di studio all'estero;
- Ritenuto che l'accordo quadro di cooperazione sia meritevole di accoglimento per le finalità che intende perseguire;
- Sentito il Direttore Generale;

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di approvare l'accordo quadro di collaborazione con la Fondazione IES Abroad, nel testo sotto riportato:

***Framework agreement between
Università degli Studi di Urbino Carlo Bo (Italy)
And
Fondazione IES Abroad Italy Rome Center***



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In the interest of expanding educational opportunities and furthering of international understanding, Università degli Studi di Urbino Carlo Bo ("Urbino"), with its legal address at Via Saffi 2 – 61029 Urbino (PU), Fiscal Code 00448830414, represented by its President, Professor Vilberto Stocchi, born in Omissis on Omissis

and

Fondazione IES Abroad Italy Rome Center ("IES"), with its legal address at Lungotevere Tor di Nona 7 00186 Rome Italy, represented by Gian Luigi Ponti, born in Omissis Italy on Omissis, agree to encourage exchange and collaboration as appropriate between their departments, research institutions and faculty staff.

Within fields of mutual interest some or all of the following general forms of cooperation will be pursued:

- *Visits by faculty for academic and didactic activities*
- *Joint didactic activities*
- *Exchange of information including, but not limited to, library materials, other pedagogic materials and research publications*
- *Visits by undergraduate students for study and research*
- *Mutual visits between senior administrators*
- *Joint conferences and workshops.*

Both parties understand that all financial arrangements will have to be separately negotiated and will depend on the availability of resources.

Specific details for the implementation of these activities will be developed mutually for each project and covered by an annex to this Memorandum. However, below please find mutually agreed upon standard terms that shall apply to instances of collaboration as designated below except as specifically exempted per the terms of said annex for a specific project.

Visits by Undergraduate Students for Study and Research

- *Students from each institution shall be required to observe the policies and procedures of the other institution, as well as the academic and student codes of conduct of each institution.*
- *Both Urbino and IES agree to immediately report to each other, verbally and in writing, any emergency, accident, injury, serious illness, crisis, incident, complaint, crime disciplinary violation or allegation involving a student from the other institution, as well as any academic, behavioral or student disciplinary problem, allegation or proceeding involving a student from the other institution during or in connection with the program(s) contemplated herein.*



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- *Both Urbino and IES represent and warrant that any facilities utilized by students in connection with the program or activities referenced or contemplated herein are and will remain compliant with all applicable statutes, codes and regulations throughout the term of this Agreement and any extensions hereof.*

All Collaborations Contemplated Herein including Visits by Undergraduate Students

- *Both Urbino and IES agree to indemnify, defend and hold harmless each other and their officers, directors, employees, affiliates, representatives and agents from and against any and all claims, damages, actions, causes of action, judgments or expenses incurred, sustained, claimed or alleged by any person, firm or entity in connection with, arising out of, or resulting from any of the programs or activities referenced or contemplated hereunder by reason of any of the acts or omissions of either institution or its employees, officers, directors, representatives, contractors or agents, including (without limiting any of the foregoing) those claims, actions and causes of action alleging personal injury, death, property damage, negligence, unlawful discrimination, harassment or any other claims or actions relating to, connected with or arising during the term of this Agreement or any program or activity contemplated hereunder.*
- *Both Urbino and IES agree to adhere to all applicable laws, ordinances and codes in performing its obligations arising out of this Agreement.*
- *This Agreement may only be amended in a writing signed by the authorized representatives of IES and Urbino.*
- *In the event of a dispute arising out of or related to this Agreement or its performance, non-performance or operation, the parties agree to make a good faith effort to amicably resolve their dispute on mutually acceptable terms via negotiation. If that should prove unsuccessful after thirty (30) days, then the parties agree to submit their dispute to non-binding mediation in the city or region where the program is located (or another location then mutually agreeable to the parties), utilizing a neutral third party mediator acceptable to both parties to attempt to facilitate a mutually acceptable settlement of the dispute. If for any reason mediation should prove unsuccessful after thirty (30) days, then the parties agree to submit their dispute to private, binding arbitration in the city or region where the program is based (or another location mutually agreeable to the parties) pursuant to the Commercial Rules of the American Arbitration Association.*

The agreement shall be effective as of the last date of signature below and will be reviewed after five years from the effective date. It may be terminated at any time by mutual consent or by six months' notice in writing by either party.

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UNIVERSITÀ
DEGLI STUDI
DI URBINO
CARLO BO

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*Prof. Vilberto Stocchi,
President of the University of Title:
Urbino Carlo Bo*

Date.....

William P. Hoyer

*Fondazione IES Abroad Italy Rome
Center*

Date.....