

Delibera n. **31/2013** del Consiglio di Amministrazione del **01/02/2013**

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OGGETTO: Accordo di cooperazione con Villanova University (USA) nell'ambito del progetto "Italian language and culture in the global economy"			
N. o.d.g.: 09/01	Rep. n. 31/2013	Prot. n. 2618	UOR: Servizio Ricerca e Relazioni internazionali

Nominativo	F	C	A	As
Stefano PIVATO	X			
Massimo BERLONI				X
Vittorio LIVI	X			
Tiziana PRIMORI	X			
Massimo BALDACCI	X			
Bonita CLERI	X			

Nominativo	F	C	A	As
Tonino PENCARELLI	X			
Vilberto STOCCHI	X			
Mary Cruz BRAGA	X			
Roberto MERLO	X			
Antonio ASTOLFI	X			

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

Partecipano alla seduta il Pro-Rettore Vicario, prof. Giancarlo Ferrero e il Direttore Generale, Dott. Luigi Botteghi.

Collegio dei Revisori			
Nome	Pres.	Ass. g.	Ass.
Dott. Giovanni DI GIORGIO		X	
Dott.ssa Assunta CIOFFI		X	

Il Dipartimento di Studi Internazionali con delibera n. 06/2012 del 17/12/2012 ha accettato la proposta di convenzione con la Villanova University (Pennsylvania-USA), che prevede che la School of Business dell'Università di Villanova possa inviare propri studenti in Italia per semestri di studio nell'ambito del progetto "Italian language and culture in the global economy". Per ogni studente partecipante la Villanova University verserà al nostro Ateneo la somma di euro 5.000,00, mentre a carico dell'Università di Urbino ci saranno esclusivamente gli oneri connessi all'ospitalità dei suddetti studenti e la messa a disposizione dei propri locali.

Il Consiglio di Amministrazione

- Visto lo Statuto della Università degli Studi di Urbino "Carlo Bo" emanato con Decreto Rettorale n. 138/2012 del 2 aprile 2012, pubblicato sulla Gazzetta Ufficiale Repubblica Italiana – Serie Generale del 16 aprile 2012 n. 89;
- Vista la delibera n. 6/2012 del 17 dicembre 2012 del Dipartimento di Studi Internazionali: storia, lingue, culture;
- Ritenuto che l'accordo sia meritevole di accoglimento per le finalità che intende perseguire;

delibera

1. di approvare la convenzione con Villanova University (USA) nel testo sotto riportato;
2. di dare mandato al Rettore di sottoscrivere la convenzione.

INTERNATIONAL COOPERATION AGREEMENT
BETWEEN
THE UNIVERSITY OF URBINO CARLO BO
AND

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VILLANOVA UNIVERSITY (PENNSYLVANIA – USA)

The University of Urbino Carlo Bo, with its legal address at Via Saffi 2 – 61029 Urbino (PU), Fiscal Code 00448830414, represented by its President, Professor Stefano Pivato, born in Omissis on Omissis

and

Villanova University, with its legal address at 800 Lancaster Avenue – 19085-1699 Villanova (PA), tax exemption number 75-25069-0, represented by its Vice President for Academic Affairs, Rev. Kail C. Ellis, Ph.D.

CONSIDERING

- Villanova University has had an academic summer program in Urbino since 1992, and has maintained an active academic fall and spring program by specific agreement with the University of Urbino since 2007, there has been increased mutual interest between the two universities to seek further cooperative educational opportunities for joint program development;
- Overseas study is an integral part of the Villanova University academic strategy plan;
- Villanova University has study centers at the National University of Ireland, Galway, as well as in London and Melbourne;
- The University of Urbino “Carlo Bo” has offered courses for foreigners on the Italian language and culture for more than 50 years;
- The University of Urbino “Carlo Bo” considers international relations a priority for its own development;
- Cooperation between the University of Urbino and Villanova University has created the context for the development of unique study opportunities regarding key areas of 21st century global change such that the two universities are able to provide leading educational offerings to both Italian and non-Italian students through cooperative programs and initiatives;
- Cooperative educational activities developed over the years have yielded positive results;
- Both universities believe in deepening in concrete terms educational cooperation and exchange activities for the benefit of their respective students;
- The organization of the course is reviewed annually on the basis of the didactic-teaching framework approved by the Academic Bodies of the University of Urbino and Villanova University.

With the aim of promoting international cooperation in the academic field as well as in intercultural learning and exchange,

THE TWO PARTIES AGREE TO AND STIPULATE THE FOLLOWING

Article 1

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The University of Urbino “Carlo Bo” shall admit students from the Villanova School of Business to the joint semester study program ITALIAN LANGUAGE AND CULTURE IN THE GLOBAL ECONOMY developed in cooperation between the Villanova School of Business and the University of Urbino, guaranteeing participating Villanova students:

- Admission to the program with facilitation from the scientific and didactic coordinator of the program;
- That all lessons will be held in the English language, with the right to hand all assignments and sit exams in English except in the case of required Italian language courses;
- That Villanova students will have regular access to all University of Urbino library services and other academic facilities normally offered by the University of Urbino to its students;
- The possibility of receiving discounts at bookstores and other businesses normally granting discounts to University of Urbino students;
- That admissions documents necessary for requesting study-visas from the Italian Consulate in the United States will be provided by the University of Urbino through the Office of International Studies at Villanova University;
- Villanova students will have access to and receive facilitation from Villanova University’s resident program director in Urbino for academic and non academic issues;
- Courses taught in the program may be taught through teacher exchange or hosting between the universities at no necessary extra cost to the host institution regarding expenses of salary, transfer or stay. Expenses incurred in the regular teaching of lessons and didactic activities will be met through the specific program budget;

In addition:

- That the scientific and didactic committee of this program is made up of both University of Urbino and Villanova School of Business staff;
 - Italian language courses will count toward credit at Villanova University and will be provided through the University of Urbino, offered in an intensive course early in the semester followed by a second more extensive course later in each semester;
 - That successful completion of the program will confer upon the student a certificate of completion as well as a regular semester credit load recognized by the Villanova School of Business;
 - Courses may be jointly taught if and where desirable;
 - The required Competitive Effectiveness course will be taught jointly by a visiting Villanova School of Business professor and by a professor of the University of Urbino. The visiting professor from Villanova University School of Business will have all expenses related to the visiting professor’s labor and stay in Italy covered by Villanova University School of Business;
 - Facilitation will be provided regarding inter-cultural didactics and language support for both teachers and students;
 - Class size will remain small, although a limited number of Italian and or other foreign students may be admitted to the program by application to the scientific and didactic committee.
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Article 2

Villanova University shall pay the total sum of 5000 euros for each student participating in the program. This payment covers the cost of student participation for the semester in which he or she is enrolled in the program.

Payment must be made by January 21 for students attending the Spring semester. The payment shall be made by international money transfer to the following bank account:

Banca delle Marche
Via Veneto 47
61029 Urbino – Italy

IBAN:

..... Omissis BIC

..... Omissis Code description: Omissis

Description: payment 1 student registration Lingua e Cultura Italiana per L'economia Globale

To: Università degli Studi di Urbino Carlo Bo

Villanova shall be responsible for calculating any awards of aid, disposition of funds, and monitoring student eligibility for aid and will keep records regarding financial aid for each student. University of Urbino Carlo Bo will inform Villanova if any student withdraws from the program or reduces his/her credits below _____, and shall distribute any refund to Villanova, according to University of Urbino Carlo Bo's refund policy.

Article 3

Villanova University students participating in the program are required to take the courses offered by the program. In the eventuality that classroom time occurs during the Fall semester, Villanova students enrolled in the program during the Fall semester will be allowed to take their final exams before the Christmas break by special arrangement. Villanova students will be required to take the core courses Competitive Effectiveness and Global Political Economy, selecting electives from the other program course offerings for a maximum of 18 Villanova University credits. In cases of credit disparity between the two systems, the balance will be made up through written work. In special cases, Villanova students may be permitted to access single course offerings regularly offered and available within the University of Urbino system if Villanova credit requirements are such that the existing program course offer does not satisfy the candidates' needs. Such cases will be reviewed by the scientific and didactic committee, which must approve the necessity of the case before the student may attend classes not offered by the program itself. This exemption may be applied only if necessary to guarantee the successful participation of the student in the program and not be implemented for more than one course. This does not incur any change in fees, payments or other costs to any party.

Article 4

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This agreement shall become effective on the date that it is stipulated and signed by both parties and shall be considered renewed automatically as of August 1 of each year. The agreement can be modified with the permission of both parties at any time and can be terminated by one of the two parties at the end of each academic year, provided that the party wishing to terminate the agreement notifies the other party by and not beyond May 1 of each year. Termination of the agreement shall not jeopardize the status of students participating in the program during that academic year ending after the proposed date of termination of the agreement.

Article 5

Assignment. Neither party shall assign this Agreement to another without written consent of the other. Any such purported assignment shall be considered null and void without said written consent. For the purposes of Italian language instruction, the University of Urbino may avail itself of the services of its language school spin-off Lingua Ideale. As a service accredited by the University of Urbino, Lingua Ideale shall be the primary resource for Italian language instruction, however, language instruction is guaranteed by the University of Urbino in terms of availability and quality in any circumstance pertaining to this agreement and not by the spin-off Lingua Ideale.

Article 6

Independent Contractor. The University of Urbino “Carlo Bo” and Villanova University are independent contractors and neither is an agent, joint venturer, or partner of the other. The University of Urbino “Carlo Bo” shall not have the authority to bind Villanova University or to enter into or execute contracts on its behalf.

Article 7

Publicity. Neither party shall use directly or by implication the name of the other or any staff member, faculty member, student or employee of the other institution in connection with any products, publicity, promotion, financing or advertising without the prior written permission of the other party.

Article 8

No Third-Party Beneficiaries. None of the benefits or obligations of either party under this Agreement shall extend to or be enforceable by any student or other third party.

Article 9

Indemnification. Each institution agrees to indemnify and hold harmless the other institution from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorney’s fees and litigation costs, based upon or arising out of the activities described in this Agreement to the extent that such claims, demands, actions,

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settlements or judgments are occasioned by the negligent actions or omissions or breach of this Agreement by that institution, its agents or employees.

Article 10

Default. In the event that either party neglects or fails to perform or observe any of the terms, covenants or conditions of this Agreement and such neglect or failure is not remedied within ten (10) days after written notice specifying such neglect or failure, such neglect or failure shall constitute a breach of this Agreement and the non-breaching party shall be entitled to exercise, without further notice, any and all legal and equitable rights and remedies (including the remedy of specific performance) which it may have against the breaching party. These remedies may include, but are not limited to, cancellation of this Agreement without further notice. Termination of the Agreement shall not affect the status of any currently enrolled students.

Article 11

Non-Discrimination. Neither party will discriminate against any student, applicant or staff involved in the program on the basis of race, color, religion, sex, national origin, age, disability, because he or she is a disabled veteran or veteran of the Vietnam era or successive conflicts, or any other basis protected by law.

Article 12

Compliance with Laws. Each party shall comply, at its own cost and expense, with the provisions of all laws, ordinances, regulations and orders that govern the provisions of its duties under this Agreement as dictated by its country and locality. Each party shall take all measures necessary to promptly remedy any violation(s) of any such law, ordinance, rule regulation or order.

Article 13

Entire Agreement. This agreement represents the entire agreement and understanding between parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representation, or Agreements, whether written or oral or the parties regarding its subject matter.

Article 14

Legal copy. For the purposes of activation of this Agreement, the Agreement shall be considered active once the agreement has been signed by both parties and a scanned copy of the agreement has been received by signing officers of both institutions. Original paper copies signed by both parties must be archived in both institutions within one month of signing.

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Professor Stefano Pivato
President of the University of
Urbino Carlo Bo

Rev. Kail C. Ellis
Vice-President for Academic Affairs
Villanova University

Date.....

Date.....