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OGGETTO: Memorandum of Understanding – MoU - “Student exchange agreement between California State University, Monterey Bay and University of Urbino Carlo Bo, Italy”			
N. o.d.g.: 09/01	Rep. n. 63/2017	Prot. n. 14057	UOR: SERVIZIO RICERCA E RELAZIONI INTERNAZIONALI

Nominativo	F	C	A	As	Nominativo	F	C	A	As
Vilberto STOCCHI	X				Piero TOFFANO	X			
Francesca ACCARRINO				X	Donatella DESIDERI	X			
Chiara ASCANIO	X				Vieri FUSI	X			
Marcos Nahuel MACERONI	X				Nicola GIANNELLI	X			
Marco CANGIOTTI	X				Jan Marten Ivo KLAVER	X			
Orazio CANTONI	X				Rosella PERSI	X			
Maria Elisa MICHELI	X				Elena VIGANO'	X			
Paolo PASCUCCI	X				Roberta PIERGIOVANNI	X			
Gino TAROZZI	X				Paola CECCAROLI	X			

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

Partecipa il Pro-Rettore Vicario Prof. Giorgio Calcagnini; è assente giustificato il Direttore Generale Dott. Alessandro Perfetto.

Il Senato Accademico

VISTO lo Statuto della Università degli Studi di Urbino Carlo Bo emanato con D.R. n. 138/2012 del 2 aprile 2012 pubblicato nella Gazzetta Ufficiale della Repubblica Italiana, Serie Generale, n. 89 del 16 aprile 2012;

VISTO il Regolamento di Ateneo di Amministrazione, Finanza e Contabilità, emanato con Decreto Rettorale n. 276 del 26 giugno 2013;

VISTA la delibera n. 115/2017 del Consiglio del Dipartimento di Scienze della Comunicazione, Studi Umanistici e Internazionali: Storia, Culture, Lingue, Letterature, Arti, Media (DiSCUI), del 22/03/2017;

RITENUTO di condividere le finalità del Memorandum;

SENTITO il Direttore Generale;

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di approvare la proposta di *Memorandum of Understanding – MoU - “Student exchange agreement between California State University, Monterey Bay and University of Urbino Carlo Bo, Italy”* – Responsabile scientifico prof.ssa Antonella Negri, nel testo sotto riportato;

**STUDENT EXCHANGE AGREEMENT
between
California State University, Monterey Bay
and
University of Urbino Carlo Bo, Italy**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Monterey Bay (collectively “CSUMB”), and University of Urbino Carlo Bo, Italy (“UUCB”). CSUMB and UUCB are referred to collectively as the Parties.



ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either Party.

ARTICLE II: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. "Exchange" means a one-for-one exchange of students from each Party.
- b. "Exchange Students" means students participating in the exchange implemented herein. Students from other institutions who are U.S. citizens may not come to the CSUMB as an Exchange Student.
- c. "Home institution" means the Party the student intends to graduate from.
- d. "Host institution" means the Party that has agreed to receive the Exchange Students from the Home Institution.

Section 2. Tuition and Fees.

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Fees for campus services may be charged to the visiting Student.
- c. If at any time there becomes an exchange imbalance, either partner university may send students on a fee paying basis.
- d. The fee paying option of Semester@CSUMB includes tuition for 12-17 hours of course related work.
- e. Either party may send fee paying students to the other party for short term programs such as Italian or English language instruction.
- f. UUCB will provide support and coordination for CSUMB faculty-led programs that are mutually agreed upon. A separate Business Services Agreement will be executed for each faculty-led program.
- g. At the completion of the designated exchange or study abroad period, the students visiting CSUMB will be provided official transcripts to be delivered to their home university, at no charge.
- h. At the completion of the designated exchange or study abroad period, CSUMB students visiting UUCB will be provided official transcripts to be delivered to CSUMB, at no charge.

Section 3. Funding Resources. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and Travel. The Host Institution will facilitate the arrangement of lodging for Exchange Students, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (e.g., laboratory fees, special activity fees) shall be



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borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student Conduct and Academic Policy. While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution. After the period of study, the home institution will assist the host institution by mutually agreed means to recover any debt that a student may have left behind.

Section 6. The Parties shall consult and establish the number of students to be exchanged as full-time, non-degree students under the provisions of this Agreement by April 1 of each year.

Section 7. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions. All of UUCB's participating students must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores will be required by CSUMB. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL education prior to formal admission to the program. Students primarily educated in English speaking countries or territories may be exempted from TOEFL or equivalent requirements, at CSUMB's discretion. Scores: Undergrad: IELTS 6.0. TOEFL 500 paper or based 61 internet based. PostGrad: IELTS 7.0. TOEFL 550 paper based or 71 internet based.

ARTICLE III: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

ARTICLE IV: INDEMNIFICATION

Section 1. UUCB shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused



by or result from the negligence or intentional acts or omissions of UUCB, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: California State University shall defend, indemnify and hold harmless UUCB and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1. CSUMB represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. UUCB represents and warrants that it (1) is an educational entity in good standing in the country of Italy and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VI: MISCELLANEOUS

Section 1: No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. UUCB certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of CSUMB, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.



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Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of Monterey, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state courts located in the County of Monterey, State of California shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 10. Privacy. CSUMB and UUCB shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSUMB is, and UUCB may be subject to various privacy, freedom of information and public records laws, and CSUMB and UUCB agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 11. Insurance. Under Italian law, UUCB confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. UUCB also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Under California law CSUMB confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above.



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Section 12. **Notices.** All notices under this Agreement must be in writing and sent by pre-paid airmail and electronic mail as follows:

To University of Urbino Carlo Bo:

Vilberto Stocchi
Office of the Rector,
University of Urbino Carlo Bo
Via Saffi 2
61029 Urbino (PU)
Italy
+39 722 305 344
rettore@uniurb.it

To CSUMB:

Timothy Angle, Dean, College of Extended
Education and International Programs

100 Campus Center
University Corp Bldg. 201, Ste. 201
Seaside, CA 93955
Phone: (831) 582-3796
E-mail: tangle@csumb.edu

ARTICLE VII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

California State University,
Monterey Bay

Università degli Studi di Urbino Carlo Bo

Eduardo M. Ochoa, President

Vilberto Stocchi, Rector

Date: _____, 2017

Date: _____, 2017