



Delibera n. **127/2017** del Senato Accademico del **19/09/2017**

OGGETTO: Ratifica Decreto Rettorale d'urgenza n. 11/2017 del 22 agosto 2017 - Convenzione (International Cooperation Agreement) tra l'Università di Urbino Carlo Bo e la Villanova University (Pennsylvania – Usa)

N. o.d.g.: 7.4

Rep. n. 127/2017

UOR: Ufficio Dottorato E Alta Formazione

Nominativo	F	C	A	As
Vilberto Stocchi	X			
Orazio Cantoni	X			
Paolo Pascucci	X			
Piero Toffano	X			
Donatella Desideri				X
Jan Marten Ivo Klaver	X			
Rosella Persi	X			
Elena Viganò	X			
Paola Ceccaroli	X			
Marco Cangiotti				X
Gino Tarozzi	X			
Roberta Piergiovanni	X			
Maria Elisa Micheli	X			
Vieri Fusi	X			
Nicola Giannelli	X			
Francesca Accarrino				X
Marcos Nahuel Maceroni	X			
Chiara Ascanio				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.

IL SENATO ACCADEMICO

- VISTA la Legge 30 dicembre 2010, n. 240 "Norme in materia di organizzazione delle università, di personale accademico e reclutamento, nonché delega al Governo per incentivare la qualità e l'efficienza del sistema universitario";
- VISTA la Legge 9 maggio 1989, n. 168 che ha dato attuazione al principio costituzionale dell'autonomia universitaria prevedendo il riconoscimento dell'autonomia didattica, scientifica, organizzativa, finanziaria e contabile degli Atenei;
- 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 - Serie generale - n. 89 del 16 aprile 2012;
- VISTO il Regolamento Generale di Ateneo emanato con D.R. n. 274/2012 del 18 luglio 2012 e modificato con D.R. n. 57/2014 del 13 febbraio 2014, in vigore dal 15 febbraio 2014;
- VISTO il Regolamento di Ateneo per l'Amministrazione e Contabilità, emanato con Decreto Rettorale n. 267/2013 del 26 giugno 2013;
- VISTO il Regolamento in materia di corsi di Master universitari e dei corsi di alta formazione, corsi di formazione permanente e summer/winter school emanato con D.R. n. 44/2014 del 31 gennaio 2014 che prevede tra l'altro, la possibilità di attivare col-



- laborazioni interne ed esterne di supporto alla didattica e all'organizzazione del corso e la possibilità per enti e soggetti esterni di collaborare a vario titolo allo svolgimento del corso;
- VISTE le delibere n. 56/2017 del Senato Accademico del 28 aprile 2017 e n. 92/2017 del Consiglio di Amministrazione del 28 aprile 2017 con cui è stata approvata la proposta di istituzione ed attivazione del corso di alta formazione in "Organization, Intercultural Communication, Citizenship/Comunicazione Interculturale, Organizzazione e Cittadinanza (OICC)" e la proposta di stipula di convenzione, per l'a.a. 2017/2018, con la Villanova University ai fini dell'organizzazione e del finanziamento del corso essendo prevista, tra l'altro, la partecipazione al corso di studenti iscritti all'università statunitense;
- PRESO ATTO delle richieste di modifica ed integrazione al testo della convenzione proposte dalla Villanova University;
- RILEVATO che le proposte di modifica all'atto avanzate da Villanova University sono funzionali, *in primis*, all'adeguamento del contenuto della convenzione all'attuale assetto organizzativo dell'università statunitense;
- RITENUTO di dover procedere per motivi di urgenza all'approvazione della proposta di convenzione, in considerazione dell'imminente avvio del corso, a decorrere dal 28 agosto 2017;
- PRESO ATTO che non vi sono sedute del Senato Accademico in data utile;
- VISTO l'art. n. 16, comma 2, dello Statuto dell'Università degli Studi di Urbino Carlo Bo, che conferisce al Rettore il potere di assumere provvedimenti amministrativi di competenza del Senato Accademico e del Consiglio di Amministrazione;

DELIBERA

di ratificare il Decreto Rettorale d'urgenza n. 11/2017 del 22 agosto 2017 relativo alla proposta di stipula della convenzione (International Cooperation Agreement) tra l'Università di Urbino Carlo Bo e la Villanova University (Pennsylvania – Usa) per la realizzazione del corso di alta formazione in "Organization, Intercultural Communication, Citizenship/Comunicazione Interculturale, Organizzazione e Cittadinanza (OICC)"

DECRETO RETTORALE D'URGENZA N. 11/2017

IL RETTORE

- VISTA la Legge 30 dicembre 2010, n. 240 "Norme in materia di organizzazione delle università, di personale accademico e reclutamento, nonché delega al Governo per incentivare la qualità e l'efficienza del sistema universitario";
- VISTA la Legge 9 maggio 1989, n. 168 che ha dato attuazione al principio costituzionale dell'autonomia universitaria prevedendo il riconoscimento dell'autonomia didattica, scientifica, organizzativa, finanziaria e contabile degli Atenei;
- 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 - Serie generale - n. 89 del 16 aprile 2012;
- VISTO il Regolamento Generale di Ateneo emanato con D.R. n. 274/2012 del 18 luglio 2012 e modificato con D.R. n. 57/2014 del 13 febbraio 2014, in vigore dal 15 febbraio 2014;



- VISTO il Regolamento di Ateneo per l'Amministrazione e Contabilità, emanato con Decreto Rettorale n. 267/2013 del 26 giugno 2013;
- VISTO il Regolamento in materia di corsi di Master universitari e dei corsi di alta formazione, corsi di formazione permanente e summer/winter school emanato con D.R. n. 44/2014 del 31 gennaio 2014 che prevede tra l'altro, la possibilità di attivare collaborazioni interne ed esterne di supporto alla didattica e all'organizzazione del corso e la possibilità per enti e soggetti esterni di collaborare a vario titolo allo svolgimento del corso;
- VISTE le delibere n. 56/2017 del Senato Accademico del 28 aprile 2017 e n. 92/2017 del Consiglio di Amministrazione del 28 aprile 2017 con cui è stata approvata la proposta di istituzione ed attivazione del corso di alta formazione in "Organization, Intercultural Communication, Citizenship/Comunicazione Interculturale, Organizzazione e Cittadinanza (OICC)" e la proposta di stipula di convenzione, per l'a.a. 2017/2018, con la Villanova University ai fini dell'organizzazione e del finanziamento del corso essendo prevista, tra l'altro, la partecipazione al corso di studenti iscritti all'università statunitense;
- PRESO ATTO delle richieste di modifica ed integrazione al testo della convenzione proposte dalla Villanova University;
- RILEVATO che le proposte di modifica all'atto avanzate da Villanova University sono funzionali, *in primis*, all'adeguamento del contenuto della convenzione all'attuale assetto organizzativo dell'università statunitense;
- RITENUTO di dover procedere per motivi di urgenza all'approvazione della proposta di convenzione, in considerazione dell'imminente avvio del corso, a decorrere dal 28 agosto 2017;
- PRESO ATTO che non vi sono sedute del Senato Accademico in data utile;
- VISTO l'art. n. 16, comma 2, dello Statuto dell'Università degli Studi di Urbino Carlo Bo, che conferisce al Rettore il potere di assumere provvedimenti amministrativi di competenza del Senato Accademico e del Consiglio di Amministrazione;

DECRETA

1. di approvare, nel testo, in lingua inglese, di seguito riportato la convenzione (International Cooperation Agreement) tra l'Università di Urbino Carlo Bo – Dipartimento DISCUI e Villanova University (Pennsylvania- Usa) per collaborazione tra le parti per la realizzazione del Corso di alta formazione in "Organization, Intercultural Communication, Citizenship/Comunicazione Interculturale, Organizzazione e Cittadinanza (OICC)";

INTERNATIONAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF URBINO CARLO BO AND VILLANOVA UNIVERSITY (PENNSYLVANIA – USA)

The University of Urbino Carlo Bo - Department of Communication Sciences, Humanities and International Studies: History, Cultures, Languages, Literatures, Arts, Media (DISCUI), 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

Villanova University, with its legal address at 800 Lancaster Avenue – 19085-1699 Villanova (PA), tax exemption number 75-25069-0, represented by its Provost, Patrick Maggitti, 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;
- Together Villanova University and the University of Urbino Carlo Bo have offered a joint certificate advanced studies program in Business Culture in the Italian Context since the academic year 2012-2013;
- Overseas study is an integral part of the Villanova University academic strategy plan;
- 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 Carlo Bo 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 that the bases for further 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 Carlo Bo 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

The University of Urbino Carlo Bo - Department of Communication Sciences, Humanities and International Studies: History, Cultures, Languages, Literatures, Arts, Media (DISCUI), shall admit students from Villanova University to the joint semester study program CONTEMPORARY ITALIAN SOCIETY AND CULTURE: COMMUNICATION, POLITICS, CITIZENSHIP, IMMIGRATION (so called at Villanova) / ORGANIZATION, INTERCULTURAL COMMUNICATION, CITIZENSHIP (so called at Urbino) developed in cooperation between the Villanova University College of Liberal Arts and Sciences, Department of Communication, and the University of Urbino Department DISCUI, offering 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 University 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 Carlo Bo through the Office of Education Abroad at Villanova University;



- Villanova University students will have access to and receive facilitation from Villanova University's resident program director in Urbino for academic and nonacademic issues;
- As between the two universities, each of University of Urbino and Villanova University will be responsible for all costs and expense, including compensation, benefits, travel, meals and lodging of their own respective faculty members and staff in accordance with their own applicable policies and procedures, even in the event that such faculty or staff travel to provide instructional or other services at the other university's campus. All expenses incurred in the regular teaching of lessons and didactic activities will be met through the specific program budget;
- The person responsible for the didactic activities for the University of Urbino Carlo Bo - Department of Communication Sciences, Humanities and International Studies: History, Cultures, Languages, Literatures, Arts, Media (DISCUI) is prof. Giovanni Boccia Artieri Ph. D. and for Villanova University is Dr. Amy Way and/or other additional Villanova University faculty members as relevant. In addition:
- That the scientific and didactic committee of this program is made up of both University of Urbino Carlo Bo and Villanova University College of Liberal Arts and Sciences faculty and staff;
- 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 University College of Liberal Arts and Sciences;
- Courses may be jointly taught if and where desirable;
- Facilitation will be provided regarding inter-cultural didactics and language support for both teachers and students;
- Class size will remain small, and Italian and or other foreign students may be admitted to the program by application to the scientific and didactic committee.

Article 2

Villanova University shall pay the total fixed cost of operating the program, independent of the number of Villanova University students enrolled in the program. This payment covers the cost of teaching and operation of the program for the semester in which the program is active. The fixed cost for the first year of the program will be € 45.000,00 and will be negotiated and reviewed by the scientific committee, which includes Villanova University representatives, each subsequent year. Review and approval of this International Cooperation Agreement shall take place before Feb 1st of each year in which the program is active. Villanova University will communicate to the University of Urbino its intention to activate the course and thus pay the agreed on amount before March 1 of each academic year after the first academic year of this program. Promptly upon request by Villanova University, University of Urbino will provide such supporting documentation regarding costs associated with this program as is reasonably requested by Villanova University. Payment must be made by August 15 for program activation in the Fall 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

BAMAIT Omissis

Code description :

Description:



To: Università degli Studi di Urbino Carlo Bo University of Urbino Carlo Bo will inform Villanova if any student withdraws from the program or reduces his/her credits below 24 University of Urbino credits or 12 US credits.

Article 3

Villanova University students participating in the program are required to take the courses offered by the program. All evaluation and examination will take place within the dates of program activation. Final marks certification of credits offered by this Advanced Studies program will be forthcoming after the closure date of the program. For clarity, Villanova University shall be responsible for oversight of: (a) advertising to and recruitment of students to the program, (b) admissions of students to the program, (c) appointment of Villanova faculty for review, input, feedback and oversight of the program, (d) review and approval of the content and rigor of the program; (e) evaluation of Villanova University student work; (f) award of credit; (g) outcomes assessment; and (h) academic advising of students in the program.

Article 4

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 effective for three years (in relation to the annual activation of the joint semester study program). 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.

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 except in so far as cooperation is required to ensure the application of the articles of this specific agreement. 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, 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

Insurance. The University of Urbino maintains liability insurance as evidenced on the attached insurance policy incorporated as Exhibits A and B: "Polizza Responsabilità Civile Terzi by AIG Europe Limited n. ILIE000311" and "Polizza Infortuni by AIG Europe Limited n. IAHE000100".

Article 11

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 12

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 13

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.

Article 14

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 or because he or she is a disabled veteran or veteran of the Vietnam era or successive conflicts.

Article 15

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 16



Student Records. If either party accesses, transmits or stores records of the other party that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g ("FERPA Records"), such party acknowledges and agrees that such is under the direct control of party owning or controlling such FERPA records with respect to the use and maintenance of the FERPA Records and further represents, warrants, and agrees that it will: (a) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as permitted or required by the Agreement, required by law, or otherwise authorized by the other party in writing; (b) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards; (c) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement; (d) not read the contents of any FERPA Records, and restrict access by such party's employees to FERPA records, except as necessary to process the transactions or store the data as required under the Agreement; (e) use and retain FERPA Records only for the purposes for which they were intended; and (f) at the request of such party, provide the other party with a written summary of the procedures used to safeguard the FERPA Records.

[Signatures on Following Page.]

UNIVERSITY OF URBINO

VILLANOVA UNIVERSITY

By.....

By:.....

Professor Vilberto Stocchi
Presiden of the University of
Urbino Carlo Bo

Dr. Patrick Maggitti, Ph.D.
Provost
Villanova University

Date.....

Date.....

2. Il presente decreto verrà portato a ratifica nella prima seduta utile del Senato Accademico.

Urbino, 22 agosto 2017

IL RETTORE
f.to Vilberto Stocchi